**LEBANESE REPUBLIC**

**Council for Development and Reconstruction**

**POST CLOSURE OPERATION & MAINTENANCE OF   
THE NAAMEH SANITARY LANDFILL PROJECT- AIN DRAFIL**

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Volume 1: Bid Conditions & Procedures

Conditions of Contract



**Beirut – August 2023**

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# Bid Conditions and Procedures - Instructions to Bidders

# A. GENERAL

1. SCOPE OF BID
   1. The Council for Development and Reconstruction, hereinafter called "the Employer", wishes to receive bids for the “Operation & Maintenance Services for the Naameh Sanitary Landfill Project”, as described in the tender documents, hereinafter referred to as the “Services".
   2. The successful bidder will be expected to perform the Services for the duration stated in the Form 2C “Form of Bid” from the date of commencement of the Services.
   3. Bidder should be acquainted with and aware of the laws inforce in the Republic of Lebanon, including the new Public Procurement Law No. 244 dated 19/7/2021 and its amendments.
   4. Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer”, "bid/tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day.
2. SOURCE OF FUNDS

The source of funds is the Lebanese Government.

1. Fraud and Corruption

The bidders shall comply with anti-corruption and anti-fraud measures and its prevailing sanctions policies and procedures as set forth in the Public Procurement Law No 244 dated 19/07/2021 and its amendments.

1. ELIGIBLE BIDDERS
   1. In order to be eligible for the tender for Operation and Maintenance (O&M) of the Naameh Sanitary Landfill in Ain Drafil, bidder/tenderer will have to demonstrate at least the following:

* Experience of at least four years as a prime contractor in the fields of Operation and maintenance of sanitary landfill facilities in Lebanon or outside Lebanon with infrastructure of similar nature to those existing in Naameh landfill;
* Availability of suitably qualified management and technical personnel to run the Operation and Maintenance contract to an international standard;
* Availability of an in-house quality control system, (ISO based). The full list of qualification documents is given in Section 4.
  1. The bidders, including all members of a Joint venture and all subcontractors shall submit a written undertaking that confirms not to be affiliated with a firm or entity:

1. That has provided consulting services related to the Services to the Council for Development and Reconstruction during the preparatory stages of the Services or of the Project of which the Services form a part, or
2. That has been hired (or is proposed to be hired) by the Council for Development and Reconstruction as Employer Representative for the contract.
   1. Bidders shall not be affiliated to debarred firms and/or individuals that are on the sanction list of the US Department of Treasury Website’s external website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/lebanon-related-sanctions>
3. QUALIFICATIONS OF THE BIDDER
   1. To be qualified for award of the Contract, bidders are considered acquainted with and aware of the laws in force in the Republic of Lebanon and shall provide the following information with their bid.

All certificates should be **originals** or **legally certified copies of the originals** otherwise the bidders bid will be rejected. Foreign documents should be certified by the Ministry of Foreign Affairs of Lebanon, and the original made available at the bid opening:

1. Application form, completed, signed and sealed (see Form 1);
2. Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, including but not limited to:
3. A certified copy of the Articles of Association of the company.
4. Registration certificate at the commerce register.
5. The Certificate of registration of the company at the Ministry of Finance, and at the Value Added Taxes.
6. The following certificates are required:
7. A written power of attorney authorizing the signatory of the bid to commit the bid.
8. Commercial circular or proxy indicating the person duly authorized to sign the offers for and on behalf of the company.
9. The following shall be submitted:
10. Receipt for purchase of the bid documents.
11. Bid security Bank Guarantee (form 2c).
12. Bank certificate for access to liquid assets and/or evidence of access to or availability of credit facilities, equal to USD 1,200,000 over a period of four months from the date of contract notification (see Form 2a). Also, the audited and certified accounting balance sheets evidencing the company’s financial equilibrium during the last 5 years (enclosing the Auditors Background checking) and the financial capability documentation (Form 2b) are required.
13. General information brochure of the company, its main lines of activity, experience, number of staff, resources, annual turnover, countries of activity, client’s names, previous projects, contracts, values of projects, contacts of PM, names of JV parties, taking over certificates, handing over certificates, etc. (minimum information: see Form 3).
14. Audited financial statements showing that the average annual turnover over the past five years is at least 5Million USD.
15. Information regarding any current litigation in which the bidder is involved (see Form 4)
16. Certificate indicating the permanent address of the Bidder
17. A signed and stamped declaration, in which, as stipulated in Article (5) of the Banking Secrecy Law dated 03/09/1956 and as stipulated in the decision of the Council of Ministers no.4 dated 28/04/2020 that he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this contract
18. Reference letters from previous clients certifying the satisfactory performance of previous O&M of Sanitary landfill facilities by the Bidder.
19. Project Certificates Documents:
20. A copy of the contract signed with the bidder. In case the contract is signed in Lebanon, the document evidencing that the relevant stamp duty has been duly collected shall be furnished.
21. A copy (to be compared to the original) of a certificate issued by the private or public authority that awarded the project and/or signed the contract, stating the location, date, type and value of works that the bidder executed or participated in its execution. The said certificate should also state the contractual role of the bidder during the execution of the said works, in addition to the name and address of the consultant supervising the works, where applicable, and the employer who supervised the works or whom the works were executed on his behalf. This certificate shall be valid only if it mentions that the Employer was satisfied with the performance of the Contractor.
22. A certificate issued by the bank issuer of the good performance guarantee of the project acknowledging the issuance of the said guarantee and stating the guarantee number, its purpose, value, and validity, along with a copy of the said guarantee. This certificate is not required whenever the project is executed by a Lebanese Ministry or a Lebanese public Establishment. For projects not requiring a performance guarantee, the bidder shall furnish the document evidencing that the relevant stamp duty has been duly collected shall be furnished.

All documents mentioned in items (ii and iii) above should be certified by all the competent authorities in connection with projects executed inside Lebanon. As for projects executed outside Lebanon, the related documents should be certified by the Ministry of Foreign Affairs in the country where the contract was executed, then by the embassy or consulate of Lebanon in the said country, and finally by the Ministry of Foreign Affairs and Emigrants.

1. Evidence of in-house quality control system (ISO based).
2. Current ongoing projects or assignments undertaken by the bidder, individually or as part of a joint venture or association (Form 6) + copy of the signed contracts.
3. Organization charts indicating the following:
4. The Company’s structure, hierarchy and key personnel.
5. The project’s structure, hierarchy and all involved personnel (key personnel, engineers, environmental specialist, technicians, labors, etc.).
6. The following documents are required:
   1. CVs of key personnel listed in Schedule 1, including the Annex to schedule 1.
   2. Detailed breakdown of manpower required for O&M per work package where the total manpower shall not be less than 51 persons.
   3. Detailed breakdown with quantities of required machinery, equipment & tools for O&M per package.
7. Proposals for subcontracting any elements of the Works, with details of proposed subcontractors, bearing in mind that subcontracting the entire project or more than 30% (by value of work) will not be acceptable and bearing in mind sub-clause 6.13 of the Conditions of Contract (Form 7)
   1. Material changes: Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post-qualification review process.
   2. Conflict of Interest:

A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process and shall be disqualified, if the Bidder:

1. directly or indirectly controls, is controlled by or is under common control with another Bidder that submits a bid for the same item; or
2. receives or has received any direct or indirect subsidy from another Bidder that submits a bid for the same item; or
3. has the same legal representative as another Bidder that submits a bid for the same item; or
4. has a relationship with another Bidder that submits a bid for the same item, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or
5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or
6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer in implementing this project or
7. would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the BDS that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
8. has a close business or family relationship with a professional staff of the Employer who are:
9. directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of Contract; or
10. involved in the implementation or supervision of the Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the Contract.
11. JOINT VENTURES
    1. Bids may be made by joint ventures of a maximum of two partners, subject to the following terms:
12. Signed Joint Venture Agreement, complying with the form given in Form 8 and including Form 8a duly completed, signed and sealed are submitted with the qualification documents
13. A lead partner is designated, who will be responsible for the Joint Venture and is authorized to represent it
14. The partners should collectively satisfy the financial and technical requirements expressed earlier
    1. Any changes to joint ventures, after tender submission, will be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval may be denied if, among other reasons:
15. Partner(s) withdraw(s) from a joint venture and the remaining partners do not meet the qualifying requirements
16. The new partners to a joint venture are not qualified, individually or as a joint venture
17. In the opinion of the Employer, a substantial reduction in competition may result

The qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture or association.

1. ONE BID PER BIDDER

A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

1. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

1. SITE VISIT
   1. The bidder should ensure that he has acquainted himself with the site and associated facilities, and obtained for himself all information that may be necessary for preparing the bid and entering into a contract for the Services.
   2. The Employer may arrange a site visit so that bidders can visit and examine the Site. The costs of visiting the Site shall be at the bidder's own expense.

# B. TENDER DOCUMENTS

1. CONTENT OF TENDER DOCUMENTS
   1. The tender documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

VOLUME 1 - BID CONDITIONS AND PROCEDURES / CONDITIONS OF CONTRACT

VOLUME 2 - PARTICULAR CONDITIONS

VOLUME 3 - TECHNICAL DOCUMENTS:

* 3.1: GENERAL TECHNICAL VOLUME
* 3.2: WORK PACKAGE 1: LEACHATE MANAGEMENT SYSTEM
* 3.3: WORK PACKAGE 2: GAS MANAGEMENT SYSTEM
* 3.4: WORK PACKAGE 3: SURFACE WATER MANAGEMENT SYSTEM
* 3.5: WORK PACKAGE 4: GROUND WATER WELLS
* 3.6: WORK PACKAGE 5: FINAL CAP SYSTEM
* 3.7: WORK PACKAGE 6: Civil & MEP WORKS
* 3.9: WORK PACKAGE 7: SPECIAL SERVICES
* 3.10: WORK PACKAGE 8: ENVIRONMENTAL MONITORING (BY SUPERVISING CONSULTANT)
* 3.11: DRAWINGS PACKAGE
* 3.12: TECHNICAL MANUALS PACKAGE
  1. The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bid documents will be rejected.
  2. The bidder shall treat the Tender Documents as private and confidential (except as may be necessary for the purpose of bidding) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere. The Tender Documents shall not be used for any purpose other than that for which they are intended.
  3. The Contractor shall withdraw the bid package and the Bid Documents from the CDR’s Tenders Department.

1. CLARIFICATION OF TENDER DOCUMENTS

A prospective bidder requiring any clarification of the bid documents may notify the Employer in writing, by hand or by facsimile to the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which he receives earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bid documents, including a description of the inquiry.

1. AMENDMENT OF TENDER DOCUMENTS
   1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the documents by issuing addenda, to be issued latest one week prior to the deadline for submission of bids.
   2. Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by facsimile to all purchasers of the documents. Prospective bidders shall acknowledge receipt of each addendum in writing by hand or facsimile to the Employer.
   3. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, if deemed necessary, extend the deadline for submission of bids, in accordance with Clause 22.

# C. PREPARATION OF BIDS

1. LANGUAGE OF BID

The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

1. COMPLETE BID
   1. The bid must be for the whole of the Services, fully in accordance with the Bid Documents. A partial bid will not be considered.
   2. The Form of Bid with its Appendix, the Financial Offer, and any other document requiring completion shall be completed. The originals of all Bid Documents, and any copies required to be submitted, shall be completed in indelible ink.
2. BID PRICES
   1. Unless stated otherwise in the bid documents, the Contract shall be for the whole Services as described in Clause 1, based on the Tender Documents and the Financial Offer submitted by the bidder.
   2. The bidder shall fill in the Financial Offer as required in Appendix 2 to this Volume 1.
   3. The Contract is subject to the VAT rules where applicable, according to Clause 4 of the law no. 379, Article 3 (b) of implementation Decree no. 7336 dated 31/01/2002 and Article 2 of Law no. 64 dated 20/10/2017 (see Appendix 3).
   4. All duties, taxes (except the VAT) and other levies payable by the Contractor under the Contract, or for any other cause, as of the date of the deadline for submission of bids, shall be included in the rates and prices.
   5. The bid shall provide a breakdown of all Lump Sums featured in the Financial Offer into labor, materials, plant, overhead, profit and other charges.
   6. The Employer shall have the right to request, and the Contractor shall provide a further breakdown of all unit rates and prices including a detailed breakdown of "other charges".
3. CURRENCIES OF BID AND PAYMENT

The currencies for the bid shall be as stated in US$.

1. BID VALIDITY
   1. Bids shall remain valid for a period of 120 calendar days beyond the deadline for submission of bids specified in the invitation to bid.
   2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or facsimile. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 17 in all respects.
2. BID SECURITY
   1. The bidder shall furnish, as part of his bid, a bid security in the amount of 300,000 USD$ (in LOLLAR based on Banque du Liban Circular No. 657 dated 20/01/2023 that changed the official exchange rate into 15,000 LBP).
   2. In case of Joint-Venture the bid security shall be in the name of the Joint-Venture.
   3. The bid security shall be in the form of a guarantee from a bank located in Lebanon or a foreign bank with a local branch/affiliate in Lebanon, acceptable to the Employer. The format of the bank guarantee shall be in accordance with the attached sample form of bid security. The bid security shall be valid for the period of 28 days after the expiration of the bid validity.
   4. Any bid not accompanied by an acceptable bid security shall be rejected by the Employer and shall be considered as non-responsive.
   5. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.
   6. The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.
   7. The bid security may be forfeited if the bidder
3. fails or refuses to execute the Form of Agreement; or
4. fails or refuses to furnish the Performance Security, or
5. refuses to accept the correction of errors in his bid
6. ALTERNATIVE PROPOSALS BY BIDDERS

Not Applicable & Not Admissible.

1. PRE-BID MEETING
   1. The bidder's designated representative may be invited to attend a pre-bid meeting.
   2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
   3. The bidder is requested, as far as possible, to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
   4. Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.
   5. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder
2. FORMAT AND SIGNING OF BID
   1. The bidder shall prepare one original and one copy of the documents comprising the bid. The documents shall be clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
   2. The original and the copy of the Financial Offer shall be returned duly completed by writing in indelible ink in the space provided for Lump Sums and totals. In the case of copies, photocopies are acceptable. All originals and copies shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to a legalized power of attorney, if different from that exhibited under Sub-Clause 4.1.c. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid and stamped.
   3. All pages of the originals of all other documents as listed in Sub-Clause 9.1 shall be stamped with the bidder’s seal and initialed by the person or persons signing the bid or by the authorized representative.
   4. The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
   5. If the bidder does not submit an original Financial Offer completed in indelible ink according to clause 20.2, his bid will be rejected by the Employer.

# D. SUBMISSION OF BIDS

1. SEALING AND MARKING OF BIDS
   1. All documents shall be signed, dated, completed and returned as described in Bid Conditions and Procedures. The Bidder shall seal the bid package and address it to:

###### The Council for Development and Reconstruction

###### Legal Department - Tenders department

Tallet Al-Serail, Beirut – Lebanon

and shall mark the bid package with the following identification:

**"Bidding Documents for Operation & Maintenance Services for the Naameh sanitary Landfill”**

**and the words**

**"Do Not Open before” followed by the date stated for the return of bid”**

No sign or reference of Bidder’s name should figure on this outer bid package, otherwise the bid will be rejected.

* 1. The package shall contain two separate and sealed inner envelopes marked as envelope No. l and envelope No. 2. Each envelope shall contain one set of original documents and one set of copies clearly marked "ORIGINAL" and "COPY"

The inner Envelope No. l shall bear the following clear identification:

**"Bidding Documents for Operation & Maintenance Services for the Naameh Sanitary Landfill”**

**Envelope No. l “Administrative and Technical Offer”**

**Name of Bidder / Address of the Bidder**

and shall contain:

* Bid security in the amount and form requested in the Bid Conditions &Procedures
* Completed Joint Venture Agreement (if applicable), signed and stamped by the Bidders
* All information listed in Section 4: Qualification of the Bidder
* Volume 1- Bid conditions and procedures / conditions of contract
* Volume 2- Particular conditions
* Volume 3- Technical documents:

General technical volume

Work package 1: leachate management system

Work package 2: gas management system

Work package 3: surface water management system

Work package 4: ground water wells

Work package 5: final cap system

Work package 6: Civil & MEP Works

Work package 7: special services

Work package 8: environmental monitoring (by supervising consultant)

Drawings package

Technical Manuals Package

* Any addenda issued by the CDR, signed and stamped by the Bidder
* Any other documents required to be completed and submitted by bidders in accordance with these Instructions to Bidders

The inner Envelope No. 2 shall bear the following clear identification:

**"Bidding Documents for Operation & Maintenance Services for the Naameh Sanitary Landfill"**

**Envelope No. 2 "Financial Offer"**

**Name of Bidder / Address of the Bidder**

And shall contain:

* Completed Bid Form signed and stamped by the Bidder
* Financial Offer (Appendix 2) completed, signed and stamped by the Bidder.

1. DEADLINE FOR SUBMISSION OF BIDS
   1. Bids must be received by the Employer at the address specified above no later than the time and date given in the Invitation for Bidders.
   2. The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
2. LATE BIDS

Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

1. MODIFICATION AND WITHDRAWAL OF BIDS
   1. The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.
   2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL".
   3. No bid may be modified by the bidder after the deadline for submission.
   4. Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 17.

# E. BID OPENING AND EVALUATION

1. BID OPENING
   1. The Employer will open Envelope No. 1 in the presence of bidder's representatives who choose to attend, at the time and date stated in the Invitation for Bids at the address given for return of bids in Clause 21.
   2. The bidders’ representatives who are present shall sign a register evidencing their attendance.
   3. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
   4. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
   5. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
   6. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification.
   7. The bid opening committee will make sure that the administrative and technical offers are satisfactory. The Financial Offers of bidders whose Envelope No. 1 documents were not satisfactory will be returned unopened to the bidders.
   8. The committee will proceed with the evaluation of the contents of Envelope No. 1 of all bidders and will evaluate the responsiveness of the bid in accordance with clause 28.
   9. The committee will then proceed in a later second session to open Envelope No. 2 comprising the priced Financial Offers of bidders whose Envelope No.1 were found to be substantially responsive. Bidders will be informed of the date of opening of the second envelope.
   10. The Bid Prices, including any unconditional discounts, and any other details as the Employer may consider appropriate are read out with the details mentioned above.
   11. Only Bids and unconditional discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Employer attending Bid opening.
   12. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids).
   13. Any abnormally Low Bid is one in which the Bid/Proposal price, in combination with other elements of the Bid/Proposal, appears so low that it raises material concerns as to the capability of the Bidder/Proposer to perform the contract for the offered price. In case of Abnormally Low Bid (ALB), the Employer shall use Standard Procurement Document with the ALB instruction to check if the Bid price is Abnormally Low and make use of the ALB clauses in the SPD while seeking the written clarification from the Bidder in that regard including the detailed price analysis and its bid price, method statement, source of material and samples along with any other requirements of the bidding document. After the evaluation of the price analysis and the related documents, and in case the bidder fails to demonstrate its capacity to perform the services specified in the Contract for the offered price, the Employer has the option to reject the bid
   14. The Employer shall prepare a record of the Bid opening that shall include, as a minimum;

a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;

* 1. Lack of information: Failure of an applicant to provide comprehensive and accurate information that is essential for the Employer’s evaluation of the Applicant’s qualifications, or to provide timely clarification or substantiation of information supplied, may result in disqualification of the Applicant.

1. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process even after the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

1. CLARIFICATION OF BIDS
   1. To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.
   2. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, he should do so in writing.
   3. Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

1. EVALUATION OF ENVELOPE 1 ‘TECHNICAL OFFER’ AND DETERMINATION OF RESPONSIVENESS
   1. During the evaluation of Envelope No. l ‘Technical Proposal’ the Employer will determine whether each bid:
2. has been signed by an authorized representative;
3. has submitted the requested documents in the Bid Conditions and Procedures;
4. is accompanied by the required securities;
5. meets the eligibility criteria of Clause 3;
6. meets the qualification requirements of Clause 4;
7. is substantially responsive to the requirements of the bid documents;
8. has provided any clarification and/or substantiation that the Employer may require;

A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bid documents, without material deviation or reservation.

* 1. The technical offers shall be evaluated according to the following grading system:

1. The firm’s general experience in the field of Operation and Maintenance or Construction of sanitary landfill facilities (35 points).
   * Years of experience in providing O&M similar services to this assignment.
   * Annual Turnover of O&M and Construction works in the last five years (refer to form #3).
   * Charts showing the firm’s organizational and staffing structure.
   * Details of experience of similar assignments during the past 5 years.
2. Program of work, method statement, procedures, Computerized Maintenance Management System, and Machinery/Equipment/Tools lists (in Clause 4.1.n.iii) to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the level of service required (40 points).
3. The qualifications and competence of the personnel proposed for assignment based on the submitted project personnel Organization Chart and Curriculum Vitae (CV) (points 25)

The rating will be in accordance with:

* + Adequacy of the organization chart of all personnel in the project (hierarchy and numbers of employees) (12.5 points).
  + General qualifications (Adequacy for the project + Experience in sanitary landfills & language (12.5 points)
  1. Only bidders who score in their technical evaluation 75 points or more will be considered as substantially responsive and their price envelopes shall be opened. Bidders whose technical score was below 75 points shall be rejected and their price envelopes together with their bid bonds shall be returned to them.
  2. EVALUATION OF ENVELOPPE 2: FINANCIAL OFFER

The Employer will open Envelope No. 2 of bids found substantially responsive in accordance with Clause 28.

Financial Proposal will be evaluated in the following manner:

1. For each Financial Offer the following is calculated:

Where: A = Lump Sum fee for 36 months staffing as per Appendix 2 (Financial Offer).

B = Overhead factor on invoices at approved rate as per Appendix 2 (Financial Offer).

**N.B:**

The allocated “$5,410,421” represents the estimated value of spare parts, consumables and additional works.

1. OVERALL EVALUATION OF BID

The project will be awarded to the qualified bidder who passes the financial evaluation stage and submits the lowest price.

F. AWARD OF CONTRACT

1. PREFERENCE FOR DOMESTIC BIDDERS

Not Used.

1. AWARD

Subject to Clause 33, the Employer will award the Contract to the bidder whose has been determined to be substantially responsive to the bidding documents pursuant to clause 28 and who has obtained the highest Final Score pursuant to Clauses 29 and 30.

1. PROCEDURE OF COMPLAINTS

The procedures for making a procurement-related complaint are detailed in Chapter 7 “Procedures of Complaints” in the Public Procurement Law no. 244 dated 19/7/2021 and its amendments.

1. EMPLOYERS RIGHT TO ACCEPT OR TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 32, the Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

1. NOTIFICATION OF AWARD
   1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by facsimile that his bid has been accepted. This letter shall name the sum, which the Employer will pay the Contractor in consideration of the Services by the Contractor as prescribed by the Contract.
   2. Upon the furnishing by the successful bidder of a performance security, the Employer will notify the other bidders that their bids have been unsuccessful and return their bid security.
2. SIGNING OF AGREEMENT

The Form of Agreement will be signed by both parties and notified to the Contractor.

1. PERFORMANCE SECURITY
   1. Within 10 days of the Contract notification, the successful bidder shall furnish to the Employer a performance security in the form of a bank guarantee in an amount of 10% of the Contract Price in accordance with the Conditions of Contract. The format of the bank guarantee shall be in accordance with the sample form of performance security included in the Conditions of Contract (see annex 1).
   2. The bank guarantee shall be issued by a bank registered and licensed to operate in Lebanon, and acceptable to the Employer, or a foreign bank through its correspondent bank in Lebanon.
   3. Failure of the successful bidder to comply with the requirements of Clauses 35 or 36 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
   4. Upon submission by the successful bidder of the Employer of an acceptable performance security, the successful bidders bid security will be returned.
2. STANDSTILL PERIOD
   1. The Standstill Period is due to end at midnight on [insert date] (local time).
   2. The Standstill Period lasts ten (10) Business Days after the date of transmission of the Notification of Intention to Conclude an Agreement.
3. Publication of the Contract Award Notice
   1. Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to award the Contract as per ITB 35.1, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;

(b) name and reference number of the Framework Agreement being concluded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.

1. TERMINATION OF CONTRACT
   1. Any Clauses related to the termination of contract should refer to Clause 33 “termination of contract” in the Public Procurement Law no. 244 dated 19/7/2021 and its amendments.

# G. FORMS AND SCHEDULES

**Form 2C**

**FORM OF BID SECURITY (BANK GUARANTEE)**

To: Council for Development and Reconstruction

Tallet el Serail

P.O.Box 11-3170

Beirut, Lebanon

WHEREAS, *[Name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated *[Date]* for the *[Name of Project]* (hereinafter called "the Bid").

BY THIS GUARANTEE we *[Name of Bank] of [Name of Country]* having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bank") are bound unto **the Council for Development and Reconstruction** (hereinafter called "the Employer") in the sum of **300,000 USD** (in LOLLAR) for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of\_\_\_\_\_ 200 \_

**THE CONDITIONS of this obligation are:**

1. If the bidders withdraw his Bid during the period of bid validity specified in the Form of Bid; or

2. If the Bidder having been notified of the acceptance of his Bid by, the Employer during the period of by validity:

a- fails or refuses to execute the Form of Agreement; or

b- fails or refuses to furnish or increase the Performance Security,

c- refuses to accept the correction of errors in his bid.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him as a result of the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 148 days after the deadline for submission of bids or as it may be extended by the Employer at any time prior to this date, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this

Guarantee should reach the Bank not later than the above date.

*“Claim (s) under this guarantee is / are payable only in Lebanon by Certified Check drawn on Banque du Liban or by a transfer through Banque du Liban to an account in your name at a Bank in Lebanon of your choice”.*

DATE SIGNATURE OF THE BANK

IN THE CAPACITY OF

WITNESS SEAL

(Signature, Name, and Address)

**Form 2B**

**FORM OF BID**

Name of Project: OPERATION AND MAINTENANCE OF THE L.U.C

To: REPUBLIC OF LEBANON

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

1. Having examined the Bid Conditions and Procedures, Conditions of Contract, Particular Conditions, Technical Documents for the OPERATION AND MAINTENANCE OF THE NAAMEH SANITARY LANDFILL, we, the undersigned, offer to perform the said Project and remedy any defects therein in conformity with the said Bid Conditions and Procedures, Conditions of Contract, Technical Documents and Financial Offer in return for the following (including VAT):

* Lump Sum Fee of ----------------- USD ((in LOLLAR including VAT) for the cost of Staff, Tools, Equipment and all Associated Costs.
* Overhead rate on net invoices for cost of Spare Parts, Consumables, and Specialists:

-----% of these costs.

1. We acknowledge that the Appendix to Bid forms an integral part of our Bid.
2. We acknowledge that we have received and incorporated the following Addenda in our

Bid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. We undertake, if our bid is accepted, to commence the Services as soon as is reasonably possible after receipt of the Employer’s order to commence, and to proceed with the Services comprised in the Contract throughout the Contract period stated in the Appendix.
2. We agree to abide by this Bid for the period of 120 days from the closing date for submission of bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any bid you may receive.

Date Witness

Seal and Signature Occupation

in the capacity of Address

duly authorized to sign bids for and on behalf of

Address

(Stamp 50,000 Lebanese Pounds)

**APPENDIX TO BID**

|  |  |  |
| --- | --- | --- |
|  | Contract Clause |  |
| Employer Representative |  | *Insert Name of Employer Representative* |
| Amount of Performance Security | 11.9 | 10% of the Contract value, reduced yearly proportionally to the completed period (if performance was satisfactory during the year) upon the approval of the Employer. |
| Minimum amount of third party insurance | 8.3 | 1,000,000 USD (One million) for any one occurrence with number of occurrences unlimited |
| Contract Period | 3.3 | 36 calendar months from effective date. The Contract Period may be extended annually for a maximum period of three (3) years starting from the effective date at the same schedule, rates and prices, based on satisfactory performance by the Contractor, availability of funds and Employer’s approval |
| Percentage of retention | 11.5 | 10 per cent of payment |
| Limit of retention | 11.5 | 10 per cent of Contract Price |
| Advance Payment |  | Not applicable |
| Time of Payment – Interest rate for late payment | 11.8 | Simple annual interest rate “Secure Overnight Financing Rate (SOFR)” +2% |
| Date |  |  |
| Seal and Signature |  |  |

**FORM 1**

**APPLICATION FORM** [[1]](#footnote-1)

Date:

To: Council for Development and Reconstruction (CDR)

Tallet El-Serail

P.O.Box 11-3170

Beirut-Lebanon

Sirs,Being duly authorized to represent and act on behalf of:…......................................

…...........................................................(hereinafter “the Applicant”) and having received

and fully understood all the qualification requirements provided, the undersigned hereby apply to be qualified by yourselvesas a bidder for the following contract.

OPERATION & MAINTENANCE OF THE NAAMEH SANITARY LANDFILL

2- Attached to this letter please find copies of original documents defining1:

a) the Applicant’s legal status;

b) his principal place of business; and

c) the place of incorporation (for applicants who are corporations); or

The place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms).

3- Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This Application Form will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.

4- The remaining qualification documents required in the Conditions of Tender can be found in our bid.

5- Your Agency and its authorized representatives may contact the following persons for further information, the undersigned is fully authorizes to act on behalf of the Applicant[[2]](#footnote-2):

**General and Managerial inquiries:**

Contact:

Tel:

or

Contact:

Tel:

**Personnel inquiries:**

Contact:

Tel

or

Contact:

Tel:

**Technical inquiries:**

Contact:

Tel:

or

Contact:

Tel:

**Financial inquiries:**

Contact:

Tel:

or

Contact:

Tel:

6- This application is made in the full understanding that:

a) bids by qualified applicants will be subject to verification of all information submitted at the time of bidding;

b) your agency reserves the right to:

* amend the scope and value of any contracts bid under this project. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
* reject or accept any tender, to cancel the tender process and reject all tender, and
  + 1. your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

The undersigned declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail.

|  |
| --- |
| FOR AND ON BEHALF OF APPLICANT (Lead Partner if Joint Venture)  NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  STAMP: |

**FORM 2a**

**FORM OF BANK CERTIFICATE FOR FINANCIAL CAPABILITIES**

**To: The Council for Development and Reconstruction (CDR) Beirut, Lebanon**

This letter has been issued upon the request of ………………………

(Name of Contractor) \_\_\_\_\_\_\_\_\_\_\_\_\_

To the best of our knowledge and belief, we hereby certify that

*[name and address of contractor],* at present has access to, or has available liquid assets, lines of credit, unencumbered assets and other financial means, net of other commitments, sufficient to meet the cash flow for the above contract and valued at USD 1,200,000 for a period of 12 months starting from due date for submission of bids\*.

This certificate has been issued without any responsibility on our part

For and on behalf of

*[Name of Bank]*\_\_\_\_\_\_\_\_\_ *[Date]*

*[Signature of Bank Representative]*

\* For Joint Ventures, the partners should submit according to their respective shares, bank certificates amounting to the required value stated in the bidding data sheet, except the lead partner who should comply with 5.1.c. The joint venture in its totality should comply with Clause 5.1. of the Bid Conditions

**FORM 2b**

**FINANCIAL CAPABILITY**

Name of Applicant or partner of a joint venture:

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the instructions to Applicants. Each applicant or partner of a JV must fill this form. A copy of the audited balance sheets should be attached.

* + 1. Name of Banker:

2- Banker’s Address:

Tel: Fax: Telex:

3- Contact name and title:

(Provide the same information for other bankers in a separate sheet)

Summary of Assets and Liabilities converted into US dollars (at the rates of exchange current at the end of each year) for the last five years.

2019 2020 2021 2022 2023 (projected)

1. Total Assets

2. Current Assets

3. Total Liabilities

4. Current Liabilities

5. Profits before taxes

6. Profits after taxes

Projected Summary of Assets and Liabilities converted into US dollars based on known commitments for the next year.

Proposed sources of financing to meet the cash flow demands of the Project, net of current commitments

Sources Amounts

….. ……

Attach: Audited financial statements for the last five years (for the individual Applicant or each partner of a joint venture).

**FORM 3**

**GENERAL INFORMATION**

*(One sheet to be filled by each applicant or each member of a JV)*

Where the Applicant proposes to use named sub-contractors for critical components of the Works, or for work content in excess of ten percent of the value of the whole works; the following information should also be supplied for the specialist subcontractors (s).

Name of Applicant:

Head Office Address:

Telephone Numbers:

Facsimile Number:

Place of Incorporation/ Registration:

Year of Incorporation/ Registration:

Name of owners:

GENERAL EXPERIENCE RECORD

Name of Applicant or Partner of a JV: …...............................................................

The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

Applicants should not be required to enclose testimonials, certificates and publicity material with their applications; these will not be taken into account *in* the evaluation of qualifications.

Annual Turnover Data

Year Operation & Management Others (Specify) Total Turnover

2019

2020

2021

2022

2023 (projected)

(Use a separate sheet for each partner of a joint venture).

**FORM 4**

**LITIGATION HISTORY**

Name of Applicant or Partner in a JV:

Applicant, including each of the partner of a joint venture should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or under currently under execution, as required in the “Instructions to Applicants”. A separate sheet should be used for each partner of a joint venture.

Information to be provided:

Year:

Name of Client:

Cause of Litigation:

Matter Under Dispute:

Award For or AGAINST the Applicant:

Disputed Amount (USS) at current Values:

**FORM 5**

**DETAILS OF CONTRACTS OF OPERATION & MAINTENANCE**

**OR BUILDING CONSTRUCTION  
INVOLVED IN**

*(One sheet to be filled by each member of a JV)*

Name of Applicant or Partner of a JV:

(Please use separate sheet for each contract)

* + 1. Number of contract:

Name of contract:

Country:

2- Employer:

3- Employer’s address:

4- Nature of works and special features relevant to the contract for which the Applicant wishes to pre-qualify:

5- State if contract was carried out as a sole contractor, partner in a joint venture or sub­contractor.

6- Value of Total Contract in US $ (in specified currencies at completion, or for current contracts at date of award):

* + 1. Date of award:
    2. Date contract completed:

9- Contract duration: years, months.

11- Specific requirements: (Insert any specific criteria required for particular operations).

**FORM 6**

**SUMMARY SHEET:**

**CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS**

Name of Applicant (or names of all partners of a joint venture):

Applicants and all partners to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or contracts approaching completion but for which an unqualified, full completion certificate has yet to be issued. Failure to do that may result in disqualification of the applicant.

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Contract | Value of contract (current US$) | Outstanding  (%) | Estimated Completion Date |
|  |  |  |  |

**FORM 7**

**SUB-CONTRACTORS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Element** | **Approximate value** | **Name and address of sub-contractor** | **Statement of similar works previously executed** |

The Bidder shall list in this Schedule those parts of the Services (and their approximate values) for which he proposes to employ sub-contractors, together with the names and addresses of the proposed sub-contractors. The Bidder shall also enter a statement of similar works previously executed by the proposed sub-contractors, including description, location and value of work, year completed, and name and address of Employer/Employer Representative. Notwithstanding the provision of this information, the Bidder, if awarded the Contract, will be required to submit applications to subcontract any part of the Works as stated in the Conditions of Contract.

**SCHEDULE NO. 1 – KEY PERSONNEL**

**Designation Name & Summary of Qualifications &**

**Nationality Experience Present occupation**

Headquarters:

Partner/Director in charge

Other Key staff

Site Team:

|  |  |  |
| --- | --- | --- |
| Category of works | Category | Number |
| Management Team | Project Manager | 1 |
| Environmental Manager | 1 |
| Assistant | 1 |
| Drivers | 2 |
| Surveyor | 1 |
| Leachate Management System | MEP Engineer | 1 |
| Senior Foreman – Leachate | 2 |
| Skilled Laborers | 7 |
| Gas Management system | MEP Engineer | 1 |
| Skilled Laborers | 11 |
| Senior Foreman – Gas | 2 |
| Skilled Laborers /calibration | 2 |
| Site management and other works | Senior Foreman – Site | 2 |
| Driver (irrigation final cap) | 2 |
| Skilled Laborers | 4 |
| Guards | 7 |
| Janitor | 4 |

\* The bidder shall list in this schedule the key personnel that he proposes to employ at headquarters and on site, together with their qualifications, experience, positions held and nationality.The minimum qualifications accepted are those listed in the table overleaf.

**(A separate form is to be used, presenting the same information as above)**

**Annex to SCHEDULE NO. 1 REQUIRED QUALIFICATIONS OF KEY PERSONNEL**

|  |  |  |
| --- | --- | --- |
| **Staff Member and number thereof** | **Min. Qualification** | **Years of Experience** |
| Project Manager | BSc. In Engineering | 20 years’ experience after graduation, of which at least 5 in an O&M management position for sanitary landfills |
| Environmental Manager | Bachelor of environmental engineering or sciences | 10 years’ experience in the field of solid waste management |
| MEP Engineer | BSc. In Engineering | 10 years’ experience after graduation, of which at least 5 in an O&M technical management position |
| Senior Foreman | TS | 15 years’ experience in similar work |
| Surveyor | TS | 5 years’ experience in surveying |

*“ Joint Venture Agreement “ (to be completed and signed by each partner of the bidder and attached to the Technical Proposal)*

**FORM 8**

**SPECIMEN JOINT VENTURE AGREEMENT**

This agreement is made the \_\_\_day of \_\_\_\_\_\_ 2021, by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called \_\_\_\_\_\_), a company organized under the laws of \_\_\_\_\_\_\_\_\_, with its principal office at \_\_\_\_\_\_\_\_, and its address at \_\_\_\_\_\_, hereinafter called \_\_\_\_\_\_\_\_\_\_\_\_\_\_of the first part,

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called \_\_\_\_\_\_), a company organized under the laws of \_\_\_\_\_\_\_\_\_, with its principal office at \_\_\_\_\_\_\_\_, and its address at \_\_\_\_\_\_, hereinafter called \_\_\_\_\_\_\_\_\_\_\_\_\_\_of the second part,

The first and the second party together are hereinafter referred to as “the Parties’.

WHEREAS the Council for Development and Reconstruction, representing the Government of Lebanon, hereinafter called “the CDR” has invited the Parties to submit a proposal for the execution of the following project:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Project”)

WHEREAS the Parties wish to enter into a Joint Venture Agreement in order to be prequalified by the CDR to tender for the Project and, if successful, to execute the Project under a Contract to be awarded by the CDR, hereinafter called “the Contract”;

THE PARTIES HERETO AGREE TO FORM A JOINT VENTURE UNDER THE FOLLOWING TERMS AND CONDITIONS:

**1 ESTABLISHMENT OF THE JOINT VENTURE**

The Parties hereby agree to constitute themselves as a Joint Venture under the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter called “the Joint Venture”.

The Joint Venture shall have its offices at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The objective of the Joint Venture shall be to execute the Project in accordance with all terms and conditions of a Contract to be signed with the CDR. The Joint Venture shall be comply with all laws and regulations relevant to the establishment and operation of joint ventures in Lebanon and shall be certified by the relevant public notary.

**2 LIABILITY**

**2.1** Notwithstanding any other conditions contained in this joint venture agreement or in any other agreement between the Parties, each of the Parties hereby commits itself to be jointly and severally liable towards the CDR as well as towards any and all CO-contractors and/or subcontractors for the proper execution of all obligations of the Joint Venture in relation to the Contract to be signed with the CDR for the execution of the Project.

**2.2** The Parties shall keep each other, both during and after the term of this joint venture agreement, fully indemnified against all losses and damages resulting from gross negligence or breach of contract of one party or their personnel or agents in relation to this agreement as well as to all contracts to be executed by the Joint Venture.

**3 REPRESENTATION**

For the purpose of this joint venture agreement, the Joint Venture shall be represented by the first party hereto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is hereby authorized by the second party to act on behalf of the Parties of this Joint Venture in all matters related to the submission of the Tender*, the negotiation and signing of the Contract with the CDR*, *the execution of the Project, including but not limited to the invoicing and receipt of payments, the execution of subcontracts, the incurring of liabilities and receipt of instructions on behalf of all partners of the Joint Venture in relation to the Contract with CDR during the entire execution period of the said Contract.*

***[Note: the level of authority delegated to the leading party must be determined by the JV Partners. If restrictions apply, supplementary “powers of attorney” must be provided to the leading partner prior to signing of the Contract.]***

The Parties shall keep the CDR informed at all times of all details concerning the Joint Venture and its authorized representatives.

**4 REVENUE DISTRIBUTION**

The total payments to the joint venture shall be distributed between the Parties according to the following proportions:

First Party \_\_\_\_\_\_ %

Second Party \_\_\_\_\_\_ %

------------ \_\_\_\_\_\_ %

The local taxes calculation shall be based on the above mentioned percentages.

**5 EXCLUSIVITY**

The Parties shall exclusively work together in connection with the Project. Each party hereto agrees that it has no interest whatsoever directly or indirectly, in any other proposal which may be submitted to the CDR with respect to the execution of the Project.

**6 OBLIGATION TO TENDER**

The Parties shall fill in and submit to the CDR their relevant prequalification file documents, and if jointly qualified, they shall tender for the Project as a Joint Venture. If the Contract for the execution of the Project is awarded to the Joint Venture, they shall jointly execute the Project under their joint and several responsibility in accordance with the applicable terms and conditions of contract.

**7 DURATION**

7.1 This joint venture agreement shall enter in to force and effect as of the date first written above.

7.2 This joint venture agreement shall expire if the Joint Venture’s tender is rejected or in case the Contract is awarded to another bidder.

7.3 In case the Contract is awarded to the Joint Venture, this joint venture agreement shall remain in force until all obligations of the Parties under the Contract have been fulfilled and each of the Parties have honored its obligations towards the other.

**8 RIGHTS OF CDR**

All rights stipulated in this joint venture agreement in favor of the CDR shall be honored by the Parties as if the CDR were a direct beneficiary of this agreement. Consequently, the Parties hereto acknowledge the right of the CDR to act directly on the basis of this agreement against all or any of the Parties hereof.

**9 SETTLEMENT OF DISPUTES**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this joint venture agreement or the interpretation thereof.

***[Note: choose one of the Alternatives and delete the rest]***

***Alternative 1****:* *Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party’s request for such amicable settlement may be submitted by either party to* ***the competent Court in the Republic of Lebanon****. Lebanese law shall apply to the interpretation of this agreement.*

***Alternative 2****: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party’s request for such amicable settlement may be submitted by either party to* ***arbitration for final settlement in accordance with the procedures applicable under the Laws of the Republic of Lebanon.***

***Alternative 3****: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party’s request for such amicable settlement shall be finally settled by either party under* ***the Rules of Conciliation and Arbitration of the International Chamber of Commerce*** *by one or more arbitrators appointed* ***in accordance with the said Rules****.*

***Alternative 4* Any other alternative of JV Partners acceptable to CDR**

The Parties hereto have caused this agreement to be executed in three copies, one for each party and one for the CDR, by their duly authorized officers on the date first above written

**FOR AND ON BEHALF OF FOR AND ON BEHALF OF**

**FIRST PARTY SECOND PARTY**

**NAME: NAME:**

**TITLE: TITLE:**

**SIGNATURE: SIGNATURE:**

**STAMP: STAMP:**

**FORM 8a**

**SUMMARY SHEET *(*JOINT VENTURES ONLY)**

Names of all Partners of a joint venture:

Total value of annual turnover, in terms of work billed to clients, in millions of US dollars equivalent, converted at the rate of exchange at the end of the period reported:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | | **2019** | **2020** | **2021** | **2022** | **2023 (projected)** |
| **Partner A:** | O&M |  |  |  |  |  |
| Others (specify) |  |  |  |  |  |
| **Partner B:** | O&M |  |  |  |  |  |
| Others (specify) |  |  |  |  |  |
| **Partner C:** | O&M |  |  |  |  |  |
| Others (specify) |  |  |  |  |  |
| **…….** |  |  |  |  |  |  |
| **Partner N:** | O&M |  |  |  |  |  |
| Others (specify) |  |  |  |  |  |
| **TOTAL** | |  |  |  |  |  |

\* Note: Partner A is Leading Partner(s) of Joint-Venture.

# CONDITIONS OF CONTRACT

**Conditions of Contract**

1. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in Lebanon, as they may be issued and in forced from time to time.
2. "Contract" means the Contact Signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Volume I of such signed contract.
3. "Contract Price" means the price to be paid for the good performance of the Services.
4. ''GCC" mean these General Conditions of Contract. .
5. "Government" means the Government of Lebanon.
6. "Currency" means the US Dollars.
7. “Lollar” means a term that describes the US dollar that is stuck in the Lebanese banking system Based on Banque du Liban Circular No. 657 dated 20/01/2023 the official exchange rate was changed into 15,000 LBP.
8. "Members," in case the Contractor consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity to act on their behalf in exercising the Contractors' rights and obligations towards the Employer Representative under this Contract.
9. "Party" means the Employer Representative or the Contractor as the case may be and "Parties" means both of them.
10. "Personnel" mean persons hired by the Contractor or any of his Subcontractors, as employees and assigned to the performance of the Services or any part thereof.
11. "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Volume II.
12. "Subcontractor" means any entity to which the Contractor subcontracts any part of the Services.
13. “Standstill Period” means a short pause (at least a 10 calendar day) between the point when the contract award decision is notified to bidders, and the final contract conclusion
14. GENERAL
    1. Language:

The Contract language shall be the English language.

* 1. Law of the Contract

The Law of the Contract shall be the Law in force in the Republic of Lebanon.

* 1. Notices

Any notice, request, or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such party.

* 1. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Employer Representative or the Contractor may be taken or executed by the Authorized Representatives as specified, in tender forms.

* 1. Taxes And Fees

The Contractors, Subcontractors, and their personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law in Lebanon. The amount of such taxes, fees and impositions as applicable 28 days prior to the date of submission of bids is deemed to have been included in the contract price.

* 1. The Contract Currency

The Contract currency shall be US dollar (Lollar).

1. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

3.3

* 1. Effectiveness of Contract

This contract shall come into effect on the date when the following conditions have been met:

1. The contract has been signed by both parties and notified to the Contractor
2. The contract has been approved by the Employer
3. The Contractor is given access to the site of the Services.
   1. Inspection and Mobilization Period

The Contractor shall begin carrying out services immediately upon the Contract coming into effectiveness. The first 30 days from the notification date will be deemed an “Inspection and Mobilization Period”. During such time, the Contractor shall put in place all necessary elements for the performance of this Contract; in particular, he shall analyze in detail all technical Contract documentation (including operation and maintenance manuals, as-built drawings and product catalogues) made available to him, and shall ensure that he is in possession of all documents needed to fulfill the Services. If the Contractor believes that he requires additional information, he should make his queries to the Employer Representative who shall try to assist him to the best of his abilities. Such assistance from the Employer Representative does not relieve the Contractor of any of his obligations under the Contract. During this period, all Employer’s equipment will be coded and labeled by Contractor in coordination with the Employer Representative, which shall approve the labeling specifications.

* 1. Expiration of Contract

Unless terminated earlier pursuant to Clause 5 this contract shall terminate at the end of such time period after the Effective Date, as specified in the Appendix to Form of Bid.

The Contractor shall not be relieved of his obligations for the Services until the Employer has issued a Certificate of Completion to that effect.

The option of renewing the Contract at the end of the time for completion is open, and is subject to the consent of both parties. The Contractor should be notified 3 months before the end of the Contract period that his Contract is open for renewal, or that it is not to be renewed.

* 1. Modification

Modification of the terms and conditions of this contract, including any modification of the Scope of the Services or of the contract price, may only be made by written agreement between the Parties.

1. FORCE MAJEURE
   1. Definition

For the purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

* 1. No Breach of Contract

The failure of the Contractor to fulfill any of its obligations under the contract shall not be considered to be a breach of or default under this contract, in the event of Force Majeure, provided that the Contractor affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract within the delay mentioned in 5.1 paragraph c and (b) has informed the Employer Representative immediately about the occurrence of such an event.

1. TERMINATION
   1. By the Employer

*5.1.1. For failure of the Contractor*

The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) below:

1. If the Contractor does not remedy a failure in the performance of its obligations under the Contract, following two successive notifications by the Employer Representative, without providing a justification acceptable to the Employer Representative.
2. If the Contractor becomes insolvent or bankrupt.
3. If the Contractor, in the judgment of the Employer Representative, has engaged in corrupt or fraudulent practices in competing for the executing the contract.

For the purpose of this clause:

"Corrupt practice," means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contact to the detriment of the Employer, and includes collusive practice among Contractor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

*5.1.2. For other reasons*

The Employer may also terminate this Contract, by not less than thirty (30) days written notice of termination to the Contractor, for the following reasons:

1. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fifteen (15) days
2. For causes justified by the State’s Public Interest.
   1. By the Contractor

The Contractor cannot terminate this Contract before the completion date without the prior consent of the Employer. However, if he decides to do so, the Contractor should submit a written notice to the Employer for his approval, by not less than ninety (90) days prior to the date of termination, with a copy to the Employer Representative.

* 1. Payments upon Termination

1. Upon termination of this contract pursuant to clause 5.1.1, the Employer Representative shall determine, with the prior approval of the Employer, the remuneration which he considers due to the Contractor pursuant to Clause 11 below for services satisfactorily performed prior to the effective date of termination. The Contractor shall not be entitled for any other amounts or costs incurred or not recovered as a result of such termination.
2. Upon termination of this contract pursuant to clause 5.1.2, the Employer Representative shall determine, with the prior approval of the Employer, a fair compensation for termination, on the basis of the analysis of the Contractor’s application to that effect and following consultations with the Contractor and the Employer. The Employer Representative shall also evaluate the remuneration which he considers due to the Contractor pursuant to Clause 11 below for services satisfactorily performed prior to the effective date of termination, and shall submit it to the Employer for approval.
3. Upon termination of this contract pursuant to clause 5.2, the Employer shall be entitled to seize the Performance Bond submitted by the Contractor, and to claim for any damages incurred as a result of the Contractor’s termination. The Employer Representative shall determine, with the prior approval of the Employer, the fair and equitable compensation due to the Employer as a result of such termination, following consultations with the Contractor and the Employer. The Employer shall have the right to deduct the amount due to it as determined by the Employer Representative from any monies due to the Contractor for services performed prior to the date of termination.
   1. Contractor to vacate

In case the Employer terminates the Contract with the Contractor, the latter, whether a person, company or institution, should vacate all the landfill's premises along with all his belongings, equipment and tools within one week as of the date of notification in writing of the Employer’s will to terminate the Contract with him. If he fails to do so, all the above-mentioned belongings, equipment and tools will become the property of the Employer, who will have the absolute right to dispose of them. The Contractor will not have the right to claim any indemnity or rights whatsoever in relation to the provisions of this clause.

1. THE CONTRACTOR’S OBLIGATIONS
   1. General

The Contractor shall perform the services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and approved specialists, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Contractors or third parties.

The Contractor shall comply with all requirements of the Contract Documents, and in particular with the financial provisions stated in section 11 of this contract.

The Contractor shall submit to the Employer Representative the Material Receipt Inspection Form (MRIF) for approval on the achievement of the satisfactorily purchase of the concerned material.

The Contractor shall submit to the Employer Representative a Joint Inspection Report (JIR) for approval on the achievement of the satisfactorily required repair and/or service.

Any scrap material shall not be disposed until the Contractor submit to the Employer Representative the related inquiry for joint approval with the Client. Alternatively for the valuable scrap material, that can be sold; the contractor shall proceed according to the related provisions in Clause 11.4

The approval / consent of the Employer Representative concerning submissions or methods to perform the Services shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

* 1. Legal Status

The Contractor shall be considered as having the legal status of an independent Contractor vis-à-vis the Employer. The Contractor’s [personnel and subcontractors] shall not be considered in any respect as being the employees or agents of the Employer.

* 1. Source of instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the Employer and shall fulfill its commitments with the fullest regard to the interests of the Employer.

* 1. Contractor’s responsibility for employees

The Contractor shall comply with the Lebanese Labor Law and governmental decisions in concern with the responsibilities towards the employees.

The Contractor shall be responsible for the selection of professionally and technically qualified employees and will select, for work under this Contract, reliable and competent personnel who will perform efficiently in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

* 1. Responsibility to rectify loss or damage

If any loss or damage happens to the Buildings, or any part thereof, or external works or Plant during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, or from the neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract, other than the risks defined here below, the Contractor shall, at his own cost, rectify such loss or damage so that the affected building or plant or external work conforms in every respect with its original status to the satisfaction of the Employer Representative.

The excepted risks to the above are as follows:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, revolution, insurrection, or military or usurped power, or civil war,

(c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

(e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Services,

(g) loss or damage to the extent that it is due to the design or execution of the landfill, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and

(h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

* 1. Contractor to allow access

The Contractor shall, in accordance with the requirements of the Employer Representative, afford all reasonable opportunities for carrying out their work to:

(a) any other contractors employed by the Employer and their workmen,

(b) the workmen of the Employer, and

(c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Services or landfill.

If however, pursuant to the above, the Contractor, on the written request of the Employer:

(a) makes available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,

(b) permits the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or

(c) provides any other service of whatsoever nature related to the Services,

the Employer Representative shall with the prior approval of the Employer, determine the addition to the Contract Price which he considers justified in accordance with the Contract.

* 1. Contractor and Affiliates not to have any other Interest in the Project

The Contractor agrees that during the term of this contract and after its termination, the Contractor and his affiliates, as well as any Sub Contractor and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from or closely related to the Services.

In addition, the Contractor or any of his subcontractors and their respective personnel shall not accept for their own benefit any trade commission, discount, or similar payment or additional remuneration in connection with actions related to the execution of this Contract.

* 1. Prohibition of Conflicting Activities

During the Contract period, neither the Contractor nor his Subcontractors and their respective Personnel shall engage, either directly or indirectly, in any business or professional activates in Lebanon, which would conflict with the activities assigned to them under this Contract.

* 1. Title to equipment

Title to any equipment and supplies that may be furnished by the Employer shall rest within the landfill and any such equipment shall be returned to the Employer at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the Employer for equipment determined to be damaged or degraded beyond normal wear and tear.

* 1. Contractor Action Requiring prior Approval

The Contractor shall obtain the Employer Representative's prior consent in writing before taking any of the following actions:

1. Entering into a subcontract for the performance of any part of the Services.
2. Any other action that may conflict the interest of the Employer.
   1. Reporting Obligations

The Contractor shall submit to the Employer Representative the reports and documents specified in Volume 2 and 3 of the Contract Documents.

* 1. Submittals

The Contractor is required to submit the documents, items, programs, organization charts, budgets, and other items required in the Contract Documents, specifically those in Volume 2 and 3 thereof. These submissions are to be made within the times prescribed by the Contract Documents and/or the instructions of the Employer Representative.

* 1. Assignment and subcontracting

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract without a prior written consent of the Employer, except if the assignment is to be in the name of a bank. Such prior consent does not relieve the Contractor of his obligations under the Contract.

Similarly, the Contractor shall not have the right to subcontract the entire contract or any work of its choice, without a prior consent of the Employer; such prior consent does not relieve the Contractor of his obligations under the Contract.

* 1. Contractor's Failure to Carry Out Instructions

In case of default on the part of the Contractor in carrying out instructions following two reminders from the Employer Representative to that effect,the Employer shall be entitled to employ and pay other persons to carry out the same. If such work was to be executed, in the opinion of the Employer Representative, at the Contractor’s own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Employer Representative and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer Representative shall notify the Contractor accordingly, with a copy to the Employer.

1. CONFIDENTIALITY

The Contractor, his Subcontractors, and their respective Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the Employer’s business or operations without the prior written consent of the Employer.

1. INSURANCE POLICIES
   1. The Contractor shall at its own expense take out and maintain Workmen's Compensation Insurance at all times during the performance of the Services under terms and conditions approved by the Employer Representative. Such insurance include a waver of Insurer's rights of subrogation in favor of the Employer.
   2. The Contractor shall be responsible to ensure that its subcontractors carry insurance equal to that stipulated herein. At the Employer Representative’s request, the Contractor shall provide evidence that such insurance has been affected and the current premiums paid.
   3. The Contractor shall provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract.
   4. The items falling under item E of Appendix 2 are deemed to include the following:

* to cover loss and/or damage to tools and equipment, his own or for which he is responsible and spare parts and material used in the performance of this contract.
* to insure against theft through forcible entry, fire and allied perils (lighting, explosion, impact of aircrafts, impact of vehicles, storms, floods, rain damage, water damage due to bursting of pipes, tanks and/or overflowing of water, etc.) excluding damage caused by acts of war and/or riots.

Prior to purchasing the policy and within two weeks from assignment commencement date, the Contractor should submit at least 3 competitive offers from different insurance companies with the following documents concerning each insurance company:

* + - Release certificates: Financial and Social Security
    - Release certificates from the Ministry of Economy and Trade
    - Reinsurers’ names and classification rate as per Standard and Poor’s.

1. CONTRACTOR’S PERSONNEL
   1. Nationality of the Personnel

Not less than 50% of all personnel executing the present contract for the account of the Contractor shall be of Lebanese Nationality.

* 1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the Contractor's Key Personnel are specifically described in Volume II.

The Contractor shall employ qualified skilled personnel, all of whom shall have valid work permits (where required) and residency permits (where required) in Lebanon.

All Contractor’s personnel should be recognized by their uniform bearing nametags and badges, as defined in Volume II of the Contract Documents.

* 1. Rights

It is expressly understood by the parties that the Contractor has no right to hire, allocate, change, or dismiss any of his key personnel and/or functional team without the prior consent of the Employer Representative.

* 1. Replacement/Adjustment of Personnel/Subcontractor

1. If the Employer Representative finds that the submitted manpower breakdown not sufficient, the Contractor is required to adjust/increase his manpower to match the Site ideal performance acceptable to the Employer Representative.
2. If the Employer Representative (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Employer Representative's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Employer Representative.
3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
4. OBLIGATIONS OF EMPLOYER / EMPLOYER REPRESENTATIVE
   1. Services & Facilities

The Employer shall make available to the Contractor the Services and Facilities listed in Volume II of the Contract Documents for:

1. Offices area for the executive staff
2. Workshops / storage space

The above spaces are the only spaces which the Employer commits to provide to the Contractor. Additional space if needed shall have to be arranged by the Contractor.

* 1. Response to Contractor’s queries

The Employer Representative shall use its best efforts to provide the Contractor with any clarifications it may have concerning queries addressed to it by the Contractor.

* 1. Payments

In compensation for the Services performed by the Contractor, the Employer shall make regular payments to the Contractor in accordance with the provisions of clause 11.

1. PAYMENTS
   1. Contractor’s payment application

The Contractor shall submit to the Employer Representative a monthly breakdown of costs incurred during the preceding month, on the basis of the breakdown of contract price given in Appendix 2 and of the approved purchasing rates defined in 11.1 above.

The application shall comprise the following presentation:

1. Payments due on the basis of monthly lump sums, less deductions where applicable (Item “A” of Appendix 2)
2. Payments made in relation to the purchase of spare parts and consumables (Item “B” of Appendix 2).
   1. The monthly lump sums indicated in item A of Appendix 2 are deemed to include the following:
   2. Performance of the operation and maintenance tasks described in the Contract Documents or necessary for the proper performance and operation of the landfill
   3. Provision of all management staff, technical staff, supervisory staff, foremen, labor, helpers that are listed in item D of Appendix 2.
   4. Provision of office equipment, computers, Air conditioning, office furniture, uniforms, safety equipment and uniforms for the staff, pest control for the site, communication equipment, weighbridge calibration, telephones, computerized maintenance management software, equipment, vehicles, cleaning machinery and tools, consumables and spare parts and maintenance for these tools, Machinery and equipment, vehicles for the use of the staff, together with their operation and maintenance costs, as well as incidental items required in relation to the above items not listed above
   5. Provision of all services described in the technical volume and that are not associated with consumables and spare parts
   6. Provision of occasional technical specialists for consultancy tasks in relation to any aspect of the Services, including all costs associated with or implied by these specialists
   7. Overtime, administrative charges, taxes, social security costs, sick leave, vacation costs and transportation costs for the above staff.
   8. Insurances, bonds and financing costs

Item A.9 of Appendix 2 covers the provision of all sundry costs associated with the Contract, such as, offices furniture and consumables, telephone, electricity, bond costs, financing, printing, submissions) and other similar items including the requirements in this volume and in Volume II of the Contract Documents not covered by items A1-A8 or item B of Appendix 2.

* 1. Employer’s representative’s site facilities as described here-below:
* Site offices for 5 persons, including a 30m2 meeting room, toilets and a kitchenette, together with all required furniture, carpeting, air-conditioning and lighting, fresh water, together with cleaning of these offices. The offices are already existing on site.
* Landline for the office and tow mobile lines for the staff.
* Three latest-generation computers, one A3 laser printer, one A3 inkjet color printer
* One new pick-up and 1 car, fully insured, serviced and maintained
* Office consumables and general consumables.

The site facilities will revert to the Employer at the end of the contract period”.

* 1. The items falling under item B of Appendix 2 cover all spare parts, consumables, site rental and treated leachate haulage out of the site required to operate and maintain the Landfill’s facilities and equipment, including the following:
* Bulbs/fuses/accessories
* Detergents for cleaning / refuse bags
* Fire extinguishers refilling,
* Generators consumables,
* Chlorine for domestic water
* Lime and coagulants for the LTP
* Rental fees for the site area owned by Deir Mar Jerjes and used for the administration offices (approximately 20,000m2)
* Treated leachate effluents transportation to a treated facility approved by the Administration bearing in mind that at the moment they are transported to Ghadir Waste Water Treatment Plant
* Filters and oil changes to all generators and existing equipment
* Spare parts for the various equipment
* Other similar items not covered by section 11.2 above.
  1. Contractor to obtain quotations for all items falling under Item B of Appendix 2.
* In case the monthly consumption of the Diesel Oil does not exceed 150,000 Liters, the Contractor is allowed to purchase the needed quantity based on the official unit rate issued by the Ministry of Energy and Water, subject to the prior approval of the Employer’s Representative.
* For the purchase of spare parts and consumables that does not exceed 5,000 USD, the Contractor is allowed to purchase the needed items, subject to the prior approval of the Employer’s Representative.
* For the purchase of spare parts and consumables that falls between 5,000 USD and 25,000 USD, the Contractor shall submit to the Employer Representative 3 competitive offers from 3 different sources (if possible). The Employer Representative evaluates the Contractor submittal and forwards the overall document to the Employer’s President for the appropriate decision.
* For the purchase of spare parts and consumables that exceeds 25,000 USD, the Contractor shall submit to the Employer Representative 3 competitive offers from 3 different sources (if possible). The Employer Representative evaluates the Contractor submittal and forwards the overall document to the Employer’s Board of Directors for the appropriate decision.
* For the valuable scrap material suitable for selling, the Contractor shall submit to the Employer’s Representative at least three (3) different offers.

If the scrap material amounts to less than USD 3,000, the Contractor needs prior approval of the Employer’s Representative before launching the selling process.

If the scrap material amounts to more than USD 3,000, the Contractor needs the consent of the Employer’s Representative and the approval of the President of the CDR on the relevant offer.

The Contractor’s due compensation for such service shall be equal to the approved scrap material selling value, times the overhead factor stated in Item B of Appendix 2.

* 1. Interim Payment Certificates issued by Employer Representative

The Contractor’s payment applications shall be reviewed within 28 days by the Employer Representative who shall verify the following:

1. Compliance of the application with the terms of the Contract
2. Compliance of the application with the records of staffing maintained by the Employer Representative
3. Compliance of the application with the records of materials delivery with the approved rates (only those invoices signed by the Employer representative may be submitted for certification)
4. Deduction of retention: A retention of the amount shown in Appendix to Form of Bid, shall be applied to each payment certificate up to a cumulative total not exceeding the limit of retention indicated in the Appendix to Form of Bid

On the basis of the above, the Employer Representative shall issue Interim Payment Certificates to the Employer, certifying the amount which, in the Employer Representative’s opinion, the Contractor should be paid.

The remuneration of the Contractor pursuant to the above shall constitute the Contractors' sole remuneration in connection with this contract to the services, and no reclamations for additional payments in relation thereto shall be contemplated by the Employer or the Employer’s Representative.

* 1. Alternative competitive bidding

The Employer reserves the right to solicit competitive bidders for any repairs work exceeding $5,000.

* 1. Restitution of retention

The cumulative retention deducted from payment applications shall be restituted to the Contractor following the end of every year of applicability of the contract, on the basis of an application compliant with Clauses 11.1 and 11.5 of the contract.

* 1. Payments by the Employer

Upon receipt by the Employer of an Interim Payment Certificate, the Employer shall pay to the Contractor within 56 days an amount equal to the amount certified by the Employer Representative. In case payments by the Employer are not made within the time stated, the Contractor shall be due simple interest on the outstanding amount, at the simple annual rate stated in Appendix to Form of Bid for the period where the amount was unpaid.

The Contractor shall not, however, be entitled to slowdown, reduce or suspend his involvement on the Services if payment from the Employer is delayed from the time stated above, unless both conditions below are satisfied:

* a payment is delayed for more than 28 days from its due date
* the Contractor has sent a notice to the Employer, with a copy to the Employer Representative, after expiry of the 28 days requesting payment of the outstanding amounts, but has not been paid within 28 further days following the said notice.
  1. Performance Security

The Contractor shall submit within 10 days of contract notification to the Employer a performance security for the amount shown in Appendix to Form of Bid, in the form given in the Bid Conditions. The performance security shall be valid until the Contractor has completed his obligations in accordance with contract and has received a Certificate of Completion in accordance with sub-clause 3.3 of this Agreement. The value of the Performance Security may be reduced yearly, by an amount proportional to the completed duration, upon the approval of the Employer of a request made by the Contractor.

Prior to making a demand of payment to the bank having issued the performance security, the Employer shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.

* 1. Impact of subsequent legislation in Lebanon

The Contract Price includes the impact of all legislation in effect or published in the Official Gazette 28 days before the due date for bids submission. Where legislation subsequent to that date is introduced in Lebanon that is demonstrated to the Employer Representative’s satisfaction to affect the price of services rendered under this contract, the Employer Representative shall evaluate, with the prior approval of the Employer, on the basis of detailed submissions by the Contractor, the financial impact of such legislation and the amount which he considers due to the Contractor because of such legislation.

Subsequent legislation outside Lebanon shall not be considered as a valid reason for claiming compensation by the Contractor

* 1. Variations

In case the Contractor is instructed by the Employer Representative to execute additional tasks not included within the scope of services, but related to the Landfill, the Contractor shall submit his related technical & commercial proposal for the Employer Representative’s approval for a maximum amount of USD 5,000, otherwise to be approved by the Employer when the expenditure exceeds USD 5,000.The due compensation for such services shall be in the following manner:

1. In relation to Subcontractors, materials, consumables or other purchased items, a sum equal to the approved invoiced value plus the approved invoiced value of these items times the overhead factor stated in Item B of Appendix 2.
2. In relation to technical manpower required by the instruction, the value of the man-hours certified by the Employer Representative as having been expended on executing the instruction, at the rates given by the Contractor in item C of Appendix 2.
   1. Penalty for non-compliance
3. If the Contractor fails to comply with any one of the terms of the contract , the Employer Representative shall issue a notice to the Contractor indicating the nature of the non-compliance and instructing the Contractor to remedy the matter as quickly as possible.
4. If the matter is not remedied within 14 days (or longer, subject to a specific indication by the Employer Representative in the notice), the Employer Representative shall issue a reminder to the Contractor, giving him a further 7 days to remedy the matter.
5. If despite the reminder, the Contractor has not remedied the matter, the Employer Representative shall be entitled to deduct from the next Payment Certificate, subject to the Employer’s approval, penalties of up to US $10,000 per day of non-compliance starting at the expiry date of the 7 days quoted in sub-clause 11.12.2.
6. These penalties shall not be reimbursable.
7. The cumulative annual value of these penalties shall not exceed 5% of the annual contract price.
   1. Prices and Exchange Rates Fluctuations

No claims for additional compensation in relation to prices fluctuation or exchange rates fluctuations shall be considered unless these claims arise out of official legislation having caused such fluctuation.

1. SETTLEMENT OF DISPUTES

Any litigation arising from or in connection with the present Agreement or with determinations made by the Employer Representative that cannot be settled amicably shall be settled by the competent Lebanese courts in accordance with the Lebanese Law.

1. Claims
   1. Notice of Claims

If the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Employer Representative, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen. If the Contractor fails to give notice within such period of 28 days, then the Contractor shall not be entitled to any additional payment in relation to the claim subject, and the Employer shall be discharged from any liability in connection with the claim.

* 1. Contemporary Records

Upon the happening of the event referred to in Sub-Clause 13.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer’s liability, the Employer Representative shall, on receipt of a notice under Sub-Clause 13.1 inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Employer Representative to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

* 1. Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Employer Representative, of giving notice under Sub-Clause 13.1, the Contractor shall send to the Employer Representative an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Employer Representative may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Employer Representative, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Employer Representative so to do, copy to the Employer all accounts sent to the Employer Representative pursuant to this Sub-Clause.

* 1. Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Employer Representative such amount in respect of any claim as the Employer Representative, after Employer approval, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Employer Representative to determine the amount due. The Employer Representative shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

1. Default of Employer

In the event of the Employer:

(a) failing to comply with the terms of payment specified in sub-clause 11.8 within 28 days after receiving a notice from the Contractor to that effect,

(b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate, or

(c) becoming bankrupt or, beingacompany, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation,

the Contractor shall be entitled to slow down the rate of work under the Contract after giving 28 days prior notice to the Employer, with a copy to the Employer Representative.

If the Contractor reduces the rate of work inaccordance with the provisions of this Sub-Clause and thereby incurs additional costs the Employer Representative shall, after due consultation with the Employer and the Contractor, determine the amount of such costs, with shall be added to the Contract Price, and shall notify the Contractor accordingly, after obtaining the Employer’s approval of this determination.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in two original copies one original remitted to each party. Each party shall bear the stamp duty applicable on the original copy of the Agreement remitted to it.

|  |  |
| --- | --- |
| THE EMPLOYER  **On behalf of the CDR** | THE CONTRACTOR  **On behalf of \_\_\_\_\_\_\_\_\_\_\_** |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: |

# ANNEX 1: FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

**FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)**

To: COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (The Employer)

TALLET EL SERAIL

P.O.BOX 11-3170

BEIRUT, LEBANON

WHEREAS .......................................................................................................................................................... (Hereinafter called "the Contractor") has undertaken to execute ......................... ............................................................................................... (Hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and are responsible to the Employer, on behalf of the Contractor, up to a maximum of..................................... (..................................USD).

We hereby irrevocably undertake to pay to the Employer upon its first written demand and without cavil or argument, any sum or sums within the limits of................................... (..................................USD) as aforesaid. The Employer's demand (s) shall be accompanied by the Employer's written statement of the default that has occurred in the Employer's opinion and showing how the amount claimed is calculated but without need for further proof of such occurrence or to show grounds or reasons for its demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until ............ (*insert date*) or until the issuance of a Certificate of Completion of the Services by the Employer, whichever comes later.

Signature and Seal   
of the Guarantor

Bank

Date

# APPENDIX 1: SAFETY, HEALTH AND ENVIRONMENTAL REGULTATIONS

# APPENDIX 2: FINANCIAL OFFER

**APPENDIX 2: FINANCIAL OFFER**

**PRICE BREAKDOWN FORM**

**A - LUMP SUM FEE (STAFF, TOOLS, EQUIPMENT AND ALL ASSOCIATED COSTS), including all items listed in item 11.2 of the Conditions of Contract:**

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Monthly Lump Sum Fees US$** |
| 1 | Management Team & Support Team |  |
| 2 | Services of Work Package 1 |  |
| 3 | Services of Work Package 2 |  |
| 4 | Services of Work Package 3 |  |
| 5 | Services of Work Package 4 |  |
| 6 | Services of Work Package 5 |  |
| 7 | Services of Work Package 6 |  |
| 8 | Services of Work Package 7 |  |
| 9 | Other costs not included in above (including , offices, telephone, electricity, bond costs, financing, printing, submission) but covered by the Contract Documents, including the requirements in this volume and in Volume II of the Contract Documents |  |
| 10 | **TOTAL MONTHLY LUMP SUM FEE (NET)** |  |
| 11 | **VAT** |  |
| 12 | **TOTAL MONTHLY LUMP SUM FEE including VAT**  **(12) = (11)+(10)** |  |
| **(A)** | **TOTAL LUM SUM FEE FOR CONTRACT PERIOD (36 MONTHS)**  **= 36\*(12)** |  |

**B - SPARE PARTS & CONSUMABLES, Site Rental and Treated Leachate Haulage including all items listed in item 11.3 of the Conditions of Contract:**

Compensation for spare parts and equipment shall be as follows:

1. Compensations related to the approved invoice costs of spare parts and consumables supplied by the Contractor will be reimbursed by the Employer (excluding related overhead costs) during the performance of the O&M Services.
2. An overhead factor of \_\_\_\_\_% of the above approved invoices is assigned covering the Contractor’s overheads in relation to the supply and installation of these items (the overhead factor will be applied to the value of invoices net of VAT).

**C- Schedule of hourly rates for evaluation of variations, as per clause 11.11 of the Conditions of Contract:**

|  |  |  |
| --- | --- | --- |
| **Category** | **Hourly rate** | Where  **N.B**: The number of Engineer, Supervisor, Forman, Skilled and Unskilled are as per Table D.1. |
| Engineer | 4.75\* |
| Supervisor | 2.5\* |
| Foreman | 1.75\* |
| Skilled Labor | 1.5\* |
| Unskilled Labor |  |

# 

**D- List of Resources:**

**Assigned Management Team & Support Team**

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Total No.** | **Minimum Qualification** | **Years of experience** |
| Project Manager |  |  |  |
| Environmental Manager |  |  |  |
| MEP Engineer |  |  |  |
| Senior Foreman |  |  |  |
| Skilled Labor |  |  |  |
| Drivers |  |  |  |
| If others specify |  |  |  |
| Total |  |  |  |

**E- INSURANCE POLICY including as listed in item 8.4 of the Conditions of Contract:**

Following signature of Contract, the Contractor shall provide at his own expense, for the consent of the Employer, an insurance policy (as listed in item 8.4 of the Conditions of Contract) to be maintained at all times during the performance of the Services.

# APPENDIX 3: VAT PROCEDURE

Value Added Tax

Law # 379 dated 14/12/2001 amended by Law No. 64 dated 20/10/2017

1. The Contractor/Consultant shall be registered in the Ministry of Finance – VAT Department to be able to invoice the VAT to the Council for Development and Reconstruction or obtain its refund from the Ministry of Finance, according to the financing source of the contract.

1. The Contractor/Consultant shall submit its offer without calculating the VAT in its unit price.
2. Method of invoicing the VAT for contracts totally financed by the Lebanese State:

The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.

1. Method of VAT invoicing/refund for contracts partially financed by foreign sources:

For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 2 above.

For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.

1. Methods of VAT refund for contracts totally financed by foreign sources:

The contracts totally financed by foreign sources shall be exempted from the VAT. In the event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/01/2002.)

This document was approved by virtue of decision # 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR; and amended as per Law No. 64 dated 20/10/2017 by CDR Board of Directors decision # 226/2018 dated 08/03/2018.

# APPENDIX 4: FORM OF CONTRACT

**FORM OF CONTRACT**

**FOR OPERATION AND MAINTENANCE SERVICES**

**FOR THE NAAMEH SANITARY LANDFILL**

*CDR contract No \_\_\_\_\_\_\_\_\_*

THIS CONTRACT (“Contract”) is made the *\_\_\_\_\_\_\_\_\_\_* day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2012,

between,

**The Council for Development and Reconstruction (CDR)** (“the Employer”)having its principal place of business at Tallet El-Serail, Beirut – Lebanon; Tel: (961-1) 980096/7 – Fax: (961-1) 981252/3; represented by its President Mr. --------, (hereinafter referred to as the “Employer”)

and,

(“the Contractor”)

NOW THEREFORE the parties hereby agree as follows:

1. In this contract , words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, in the order of precedence as set out below:
   1. This Form of Contract
   2. The Addenda No
   3. The Employer’s board decision
   4. The Appendix to Bid
   5. The Conditions of Contract
   6. The Employer’s Particular Conditions
   7. The Employer’s Technical Documents
   8. The Contractor’s Technical Proposal
   9. The Contractor’s Financial Offer
   10. The Drawings

3. The estimated Contract price is ( ) (including VAT) detailed as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Items** | **Contract Price**  **US$**  **(Excluding VAT)** | **10% VAT** | **Estimated Contract Price**  **US$**  **(Including VAT)** |
| a. | Lump sum fee for the cost of staff, Tools, Equipment and all associated Costs,  (for 12 months) | ----- | ----- | ----- |
| b. | Estimated amount of cost of Specialists, Spare Parts and Consumables | ----- | ----- | ----- |
| c. | Contractor’s Overhead amounting to (----%) of Item (b) | ----- | ----- | ----- |
|  | **Total Contract Price**  **(Including VAT)** | ----- | ----- | ----- |

1. The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the Contract , in particular:
2. the Contractor shall carry out the Works in accordance of the provision of this contract; and
3. the Employer shall make payment to the Contractor I accordance of the provision of this Contract

In Witness whereof the parties hereto have caused this Contract to be executed the day and year first before written.

**Binding Signature of the ‎Employer Binding Signature of the ‎ Contractor**

## Council for Development

and Reconstruction

-------------- -------------------------------

President Authorized Representative

1. (Letterhead paper of the Applicant, or partner responsible for a joint venture, including full postal address, telephone, fax, cable and telex addresses. For applications In- the joint ventures all the information requested in the qualification documents is to be provided for the joint venture, if it already exits, and for each party to the joint venture separately. The Lead Partner should be clearly identified, each partner in the joint venture shall sign the letter.) [↑](#footnote-ref-1)
2. Applications by joint venture should provide, on a separate sheet equivalent information for each party to the application. [↑](#footnote-ref-2)