



**REPUBLIC OF LEBANON**  
**COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION**

**Roads Routine Maintenance**  
**For Lots 15, 16 and 17**

**Tender Documents**

**Volume 1**  
**Tendering Conditions and Conditions of Contract**

**September 2023**

Document Control

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**Specific Procurement Notice  
Template  
Request for Bids  
Small Works  
(One-Envelope Bidding Process)**

**Country:** Lebanon

**Name of Project:** Roads and Employment Project

**Contract Title:** Roads Routine Maintenance for Lots 15, 16, and 17

**Loan No./Credit No./ Grant No.:** 8705-LB /TF0A4481

**RFB Reference No.:** RM015/016/017

1. The **Republic of Lebanon** (hereinafter called “Borrower”) has received financing from the World Bank toward the cost of the **Roads and Employment Project**, and intends to apply part of the proceeds toward payments under the contract “for **Roads Routine Maintenance - Lots 15, 16 and 17**”. For these three contracts, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing. The Borrower will pay the Contractor the certified amounts related to the submitted monthly statements, covering only the periods ending on the Loan Closing Date.

The project includes **4 Roads Routine Maintenance Lots** distributed over 6 Cazas. The bidding of the 3 Lots is expected to occur during the Fourth Quarter of 2023 as follows:

<b>Request for Bid (RFB) Designation</b>	<b>Lot</b>	<b>Caza's</b>
RM015	15	Kesrouane
		Metn
RM016	16	Hermel
		Baalbeck
RM017	17	Aley
		Chouf

**Conditions**

- Not awarded Lots within the REP will be subject to re-bidding.
2. The **Council for Development and Reconstruction (CDR)** now invites sealed Bids from eligible Bidders for **the Roads Routine Maintenance - Lots 15, 16 and 17 Projects**, consisting of providing road maintenance and repair work activities to include Periodic Pavement repairs that should be performed as needed to preserve the structural integrity of the road. Roadway repair work can be grouped three categories that include Incidental repair works, Road Routine Maintenance Works & Upgrade of Traffic Road Safety & Control Devices Works. The estimated Routine and Periodic Maintenance period is six months.

The Routine and Periodic Maintenance activities for Primary roads (including International Roads/Highways) as priority and for Secondary roads where funds are available, will include the repair and maintenance of the following items:

1. Repair and maintain roadway pavement by shallow pothole patching, crack sealing.
2. Repair and maintain by milling and overlay of localized pavement depressions such as failed pavement applied over utility trenches/ depressions.
3. Repair and maintain of damaged reinforced concrete retaining walls/Footwalls/ Masonry Walls.
4. Repair and maintain Sidewalk including tiles, curbstones
5. Repair and maintain Safety barriers: New Jersey/ Texas barrier and steel guard rail.
6. Repair and maintain Storm water drainage network.
7. Repair and maintain Lighting Networks and all related electrical and civil works.
8. Renew, repair, Implement and maintain Road marking & signing.
9. Other ancillary associated works including traffic management during the contract.

The Employer shall have the right to modify the scope of work by eliminating or adding any part of it to suit his budget and interests. In this respect, the Employer shall have the right to modify, reduce/eliminate and/or add the quantity of any item in the Bill of Quantities. The new contract amount shall be calculated accordingly. The Contractor shall take this into consideration when filling the rates in the Bill of Quantities and therefore shall have no right to claim against these changes.

3. Bidding will be conducted through National competitive procurement using a Request for Bids (RFB) as specified in the World Bank's **"Procurement Regulations for IPF Borrowers- Procurement in Investment Projects Financing" July 2016** ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations. The contract related to each lot will be awarded to the Bidder offering the lowest evaluated cost to the Employer, subject that the selected Bidder meets the required qualification criteria and the aggregate minimum requirements for respective lots as specified under paragraph 4 below.
4. Bidders have the option to submit a Bid for one or more of the lots listed in the table above. Bidders submitting their bids for more than one lot, must ensure that the following criteria are met for the combined requirements of the lots included in their bid:
  - Construction cash flow requirements stipulated in Section III - Evaluation and Qualification Criteria - Eligibility and Qualification Criteria Paragraph 3.1.
  - Construction Average Annual Construction Turnover requirements stipulated in Section III - Evaluation and Qualification Criteria - Eligibility and Qualification Criteria Paragraph 3.2.

A bidder (joint venture not applicable) will be disqualified for the submitted bid related to any one or more lots, in the event that the two requirements above are not met, as such to achieve the lowest bid price while meeting the two requirements.

5. Interested eligible Bidders may obtain further information from the **Council for Development and Reconstruction**, and inspect the bidding documents at the address given below from 9:00 to 15:00 hours (Beirut local time) from Monday till Friday.
6. Interested eligible Bidders may purchase the bidding documents for any one or more lots. The bidding document in **English** may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **Two Hundred United States Dollars (USD 200) for each selected lot**. The method of payment will be in **cash (fresh USD)**. The document is to be picked up by a person duly authorized by the applicant.
7. Bids must be delivered to the address below at or before 12:00 noon Beirut Local Time on -----. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below at 12:00 noon Beirut Local Time on -----.
8. All Bids must be accompanied by a Bid Security of Fifty Thousand US Dollars (US\$50,000) for each selected lot. However, a certified Bank check in favor of Council for Development and Reconstruction in a sum equal to US\$50,000 or Euro 45,000 for each selected lot may be accepted as a Form of Bid Security.
9. All Bids must be accompanied by a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration.
10. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
11. The address referred to above is:  
**Council for Development and Reconstruction (CDR)**  
**Tenders Department**  
**Tallet El-Serail, Room No. 1166**  
**Beirut - Lebanon**  
**Telephone: +961 1 981431/2 - Facsimile: +961 1 981255**  
**Web site address: [www.cdr.gov.lb](http://www.cdr.gov.lb)**



# **Request for Bids Small Works**

**(One-Envelope Bidding Process)**

## **Procurement of: Roads Routine Maintenance for Lots 15, 16 and 17**

**RFB No: RM015/016/017**

**Project: Roads and Employment Project**

**Employer: The Council for Development and Reconstruction (CDR)**

**Country: Lebanon**

**Issued on: June 20223**

*This document has been prepared by CDR and is based on the Standard Procurement Document (SPD), Request for Bids (RFBs), Small Works, (One-Envelope Bidding Process), For Projects with Project Concept Notes (PCN) Decision Notes dated after October 1, 2018, that has been prepared by the World Bank, March, 2021.*

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# Standard Procurement Document

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.
- 1.2 Throughout this bidding document:
  - (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
  - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
  - (d) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
  - (e) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

**"Sexual Exploitation"** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

**"Sexual Abuse"** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
  - (f) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;
  - (g) **"Contractor's Personnel"** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and

- (h) **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Fraud and Corruption**
  - 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
  - 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
4. **Eligible Bidders**
  - 4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a bid b (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly

and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, 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 Employer regarding this bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
  - (g) 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 ITB 2.1 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;
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under

Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
- (a) relates to fraud or corruption, and
  - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Eligible  
Materials,  
Equipment and  
Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

## **B. Contents of Bidding Document**

**6. Sections of  
Bidding  
Document**

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

### **PART 1      Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption



## **PART 2        Works' Requirements**

- Section VII - Works' Requirements

## **PART 3        Conditions of Contract and Contract Forms**

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

## **7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
  - 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  - 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
  - 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document 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 ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
  - 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
  - (b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
  - (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
  - (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
  - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (f) Bidder's **Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
  - (g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
  - (h) **Conformity**: a technical proposal in accordance with ITB 16;
  - (i) any other document required **in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed

by all members and submitted with the Bid, together with a copy of the proposed Agreement.

- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 12. Letter of Bid and Schedules

- 12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of **evaluating** different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer **technical** alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

## 14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity **Schedule** or Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer.

when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the **prices** quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, **or** for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices<sup>1</sup> and the total Bid price submitted by the Bidder.

## **15. Currencies of Bid and Payment**

- 15.1 The currency(ies) **of** the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable<sup>2</sup>, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

<sup>1</sup> In lump sum contracts, delete "rates and prices and the."

<sup>2</sup> For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

- 16. Documents  
Comprising the  
Technical  
Proposal**
- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
- 17. Documents  
Establishing the  
Eligibility and  
Qualifications of  
the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the **Letter** of Bid, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic **Bidders**, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 18. Period of  
Validity of Bids**
- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended **date** if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional **circumstances**, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid **price** adjusted by the factor specified **in the BDS**;
- (a) in the case of **adjustable** price contracts, no adjustment shall be made; or
- (b) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

- 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration **or** a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an **unconditional** guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
  - (b) an **irrevocable** letter of credit;
  - (c) a **cashier's** or certified check; or
  - (d) another **security** specified **in the BDS**,
- from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive

Bid Security or Bid-**Securing** Declaration shall be rejected by the Employer as non-responsive.

- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the **Performance** Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. and if required in the BDS, the Environmental and Social (ES) Performance Security.
- 19.7 The Bid **Security** may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or
    - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.
- 19.8 The Bid Security or the Bid-**Securing** Declaration of a JV shall be in the name of the JV that **submits** the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-**Securing** Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and;
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or
    - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,



the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include **proprietary** information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of **the Bidder**. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any interlineations, **erasures**, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

## 21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
  - (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked "COPIES", all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

- (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
- (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

## 22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids **electronically**. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified **in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the **submission** of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid **received** by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

## 24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized **representative**, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in

addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and

- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned **unopened** to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between **the** deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

## 25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the **presence** of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2 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. 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.

25.3 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.

25.4 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.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid

Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.

- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid **opening** shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (**except** for late Bids, in accordance with ITB 23.1).
- 25.8 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 (contract) if applicable, including any discounts;
  - (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
  - (d) any alternative Bids.
- 25.9 The Bidders' **representatives** who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
  - 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not **officially** concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
  - 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract **award** decisions may result in the rejection of its Bid.
  - 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
- 27. Clarification of Bids**
  - 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any **Bidder** for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a

Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. Deviations,  
Reservations,  
and Omissions**

28.1 During the **evaluation** of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Determination of  
Responsiveness**

29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding **document** without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a Bid is not substantially responsive to the requirements of the bidding document, **it** shall be rejected by the Employer and may not

subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial  
Nonconformities**

- 30.1 Provided that a **Bid** is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only **to** reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

**31. Correction of  
Arithmetical  
Errors**

- 31.1 Provided that the Bid is **substantially** responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.
- 33. Margin of Preference** 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>3</sup> shall not apply.
- 34. Subcontractors** 34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
- 34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the Employer shall consider the following:

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<sup>3</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

### **36. Comparison of Bids**

The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

### **37. Abnormally Low Bids**

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the

<sup>4</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

<sup>5</sup> Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price.



subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

**38. Unbalanced or Front-Loaded Bids**

- 38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
  - (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - (c) reject the Bid.

**39. Qualification of the Bidder**

- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

- 39.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Most Advantageous Bid**
- 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period**
- 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award**
- 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **F. Award of Contract**

- 44. Award Criteria**      44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award**      45.1 Prior to the expiration of the Bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices 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;
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
  - (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**46. Debriefing by the Employer**

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**47. Signing of Contract**

47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

- 47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48. Performance Security**
- 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 49. Adjudicator**
- 49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
- 50. Procurement Related Complaint**
- 50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The number of the Invitation for Bids is: <b>RM015-016-017</b></p> <p>The Employer is: <b>Council for Development and Reconstruction</b></p> <p>The reference number of the Request for Bids (RFB) is: <b>RM015-016-017</b></p> <p>The name of the RFB is: <b>Roads Routine Maintenance for Lots 15, 16 and 17.</b></p> <p>The number and identification of lots (contracts) comprising this RFB is 3 <b>Lots as listed in the Specific Procurement Notice.</b></p>
ITB 1.2 (a)	Email is Not Applicable.
ITB 2.1	<p>The Borrower is: <b>The Republic of Lebanon represented by the Council for Development and Reconstruction.</b></p> <p>Loan or Financing Agreement amount: <b>200MUSD</b></p> <p>The name of the Project is: <b>Roads and Employment Project</b></p>
Add ITB 3.3	<p>The Bidder should submit in Envelope No. 1 (Administrative and Technical Offer) of his offer a signed and stamped declaration, in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.</p>
ITB 4.1	No joint venture is allowed.
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
Add ITB 4.12	<p>As stipulated in Clause No.1 of Article 7 – “Conditions of bidders’ participation” of the Public Procurement Law 244 dated July 19, 2021, the Bidders shall meet the following conditions, in addition to any other criteria deemed appropriate by the CDR and relevant to the procurement subject matter:</p> <ul style="list-style-type: none"> <li>a. That there is no proven violation, by the bidders, of professional ethics generally accepted and stipulated in the relevant provisions, if any;</li> <li>b. That they have the legal capacity to enter into the procurement contract;</li> <li>d. That they have not been convicted, neither their directors nor employees involved with the procurement process, by a court decision of any criminal offence - even if the verdict can still be appealed - related to their</li> </ul>

	<p>professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract, or corrupting a public procurement or a contract awarding process, or have not been otherwise disqualified pursuant to administrative suspension or debarment proceedings, or have been in a situation of exclusion from participation in public procurements;</p> <p>e. That they are not the subject of legal proceedings for insolvency or bankruptcy, or were declared bankrupt by a court of law;</p> <p>f. That they have not been convicted by a court decision - even if the verdict can still be appealed - of usury or money laundering;</p> <p>g. That they have not participated in the decision-making process of the contracting authority or have any conflict of interest, or any material interest linking them to any of the decision makers;</p> <p>h. Any other conditions set forth by the contracting authority in the tender documents that are commensurate with the required works.</p> <p>2. Rehabilitation or proven cease of the legal impediment shall reinstate the right of the bidder to participate in the procurement proceedings.</p>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is:</p> <p>Attention: <b>President of CDR</b></p> <p>Address: <b>Council for Development and Reconstruction (CDR)</b></p> <p style="padding-left: 40px;"><b>Tallet Al Serail, Beirut Central District (BCD)</b></p> <p style="padding-left: 40px;"><b>Legal Affairs Division</b></p> <p style="padding-left: 40px;"><b>Tenders Department</b></p> <p>Floor/ Room number: <b>Not Applicable</b></p> <p>City: <b>Beirut</b></p> <p>ZIP Code: <b>Not Applicable</b></p> <p>Country: <b>Lebanon</b></p> <p>Telephone: <b>+961-1-980096</b></p> <p>Facsimile number: <b>+961-1-981255</b></p> <p>Electronic mail address: <b>Not Applicable</b></p> <p>Web page: <a href="https://www.cdr.gov.lb">https://www.cdr.gov.lb</a></p>
<b>ITB 7.1 and ITB 7.5</b>	<p>Requests for clarification should be received by the Employer no later than: 15 days prior to the deadline for submission of Bids. The CDR shall respond within (6) six days prior to the deadline for submission of bids.</p>
<b>ITB 7.1</b>	<p>Web page : <a href="http://www.cdr.gov.lb">www.cdr.gov.lb</a></p> <p>Also, it will be published on the electronic central platform of the Public Procurement Authority.</p>

<b>ITB 7.4</b>	<p>A Pre-Bid meeting “<i>shall not be</i>” organized by the Employer.</p> <p>A site visit conducted by the Employer “<i>shall not be</i>” organized</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <i>English</i>.</p> <p>All correspondence exchange shall be in <i>English</i></p> <p>Language for translation of supporting documents and printed literature is <i>English</i>.</p> <p>Supporting documents and printed literature furnished by the tenderer may be in <i>Arabic, French or English</i>. Else it should be accompanied by a certified translation into the language of the bid.</p>
<b>ITB 11.1 (b)</b>	<p>The following schedules shall be submitted with the Bid:</p> <p><b>Bill of Quantities</b></p> <p><b>Schedule of Payment Currencies</b></p> <p><b>Mobilization Schedule</b></p> <p><b>Construction Schedule</b></p>
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit with its bid the following additional documents. Bids non-conforming to these requirements bids may be disqualified:</p> <ul style="list-style-type: none"> <li>- Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business;</li> <li>- Firms wishing to benefit from other firm qualifications shall be either a branch of that firm or the mother company of that firm. Legally certified copies of original documents defining the constitution or legal status and the relation between firms shall be submitted.</li> <li>- Receipt for purchase of the bid documents;</li> <li>- (Lebanese Contractors only) Certificate of quittance issued by the National Social Security Fund. Its validity extending beyond the bid opening date;</li> <li>- (Lebanese Contractors only) Certificate of quittance from the Lebanese Order of Public Works and Buildings Contractors. Its validity extending beyond the bid opening date;</li> <li>- (Lebanese Contractors only) Certificate from the Order of Engineers: every Engineer, whether he is a Contractor or an Engineer employed by a company or establishment classified on the basis of his employment thereby, shall enclose in his Bid a certificate confirming his membership to any one of the two Orders of Engineers in Lebanon for the year in which the Bid is submitted;</li> </ul>



	<ul style="list-style-type: none"> <li>- (Lebanese Contractors only) Certificate of Registration of the Company issued by the Ministry of Finance;</li> <li>- Information regarding any current litigation on which the bidder is involved.</li> <li>- Bids submitted by a joint venture of two firms as partners shall comply with the following requirements: <ul style="list-style-type: none"> <li>a) A Joint Venture Agreement according to the form of the sample agreement included in the Tender Documents duly signed by the joint venture partners and submitted.</li> <li>b) Both members of the JV must fulfill the requirement of ITB 11 and Section III.</li> <li>c) The bid security shall be in the name of the Joint Venture.</li> </ul> </li> <li>- Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price;</li> <li>- Analysis of Prices pursuant to ITB 14.8;</li> <li>- Certificate indicating the permanent address of the Bidder;</li> <li>- The Bidding Documents signed and stamped by the bidder;</li> <li>- Any addenda issued pursuant to ITB 8 of the Instructions to Bidders and/or any minutes of Pre-bid meeting issued pursuant to ITB 7.4, signed and stamped by the bidder.</li> <li>- Signed and stamped declaration, in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, the bidder agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract</li> <li>- <b>Code of Conduct for Contractor's Personnel (ES):</b> The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> </ul>
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- **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks:** The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:

- Traffic Management Plan to ensure safety of local communities from construction traffic;
- Water Resource Protection Plan to prevent contamination of drinking water;
- Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;
- Strategy for obtaining Consents/Permits prior to the start of relevant works such as EIA/ESMP for asphalt plant, opening a quarry or borrow pit;
- Prevention of Gender based violence (GBV) more specifically and sexual exploitation and abuse (SEA) induced by labor influx and relevant mitigation measures.
- Occupational Health & Safety manuals.

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.

- The ESMP for the project is part of the contractor scope of work as detailed under section VII – Works requirements. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species, nuisances to surrounding communities, etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan, robust grievance redress mechanism (GRM) and a strategy for marking and respecting work site boundaries etc.

<b>ADD ITB 11.1 (i)</b>	The Bidder should submit in Envelope No. 1 (Administrative and Technical Offer) of his offer a signed and stamped declaration, in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable.
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>“shall not be”</i> subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	Bidders have the option to submit a Bid for one or more of the lots listed in ITB 1.1 and in the table included in the Specific Procurement Notice. Bids are invited for individual lots (contracts) and not for any combination of lots.
<b>ADD ITB 14.8</b>	<p><b>Add the following ITB 14.8:</b></p> <p>The Bidder shall provide with his tender an analysis of all prices contained in the Bills of Quantities including:</p> <ul style="list-style-type: none"> <li>a) a breakdown of all unit rates and prices contained in the priced Bill of Quantities showing the cost of labour, materials, plant, overhead, profit and other charges.</li> <li>b) a breakdown of lump sums items.</li> <li>c) a breakdown of unit rates of the dayworks schedules.</li> </ul> <p>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”.</p>
<b>ADD ITB 14.9</b>	<p><b>Add the following ITB 14.9:</b></p> <p>According to the law 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017 and CDR’s requirements (refer to Appendix 2 of the Conditions of Contract), and since the Contract is 100% foreign funded, the Contract Price shall not include VAT. The VAT shall not be applicable under this Contract.</p>
<b>ITB 15.1</b>	<p>The Bid may be stated in one or more of any foreign currency being considered Hard or Strong currency (globally traded currency that serves as a reliable and stable store of value), in addition to the Client’s country currency (local currency) .</p> <p>The Bid may state local costs in the Client’s country <b>currency (local currency)</b>. <b>However</b>, the Bidder <i>is not</i> required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to</p>

	<p>expenditures incurred in that currency. It is noted that the <b>United States Dollars (USD)</b> is considered as a local currency in the Republic of Lebanon. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms.</p>
<b>ITB 17.3</b>	<p><b>Add the following ITB 17.3:</b></p> <p>Qualification documents submitted for evaluation shall be in the name of the firm submitting the bid. Firms wishing to benefit from other firm qualifications shall be either a branch of that firm or the mother company of that firm.</p>
<b>ITB 18.1</b>	<p>The Bid validity period shall be <b>126</b> days after deadline for Bid submission.</p>
<b>ITB 18.2</b>	<p>As stipulated in Article 22 – "Validity of the Proposal/Bids" of the Public Procurement Law 244 dated July 19, 2021, the validity of the offer shall be extended in the event that the Complaints Authority orders a prohibition period of procedures in accordance with the provisions of Chapter 7 of this Law, for a period of time equivalent to the prohibition period. The bidder shall extend his bid security period accordingly.</p> <p>The provisions of this clause are applicable only after the Complaints Authority stipulated for in the Public Procurement Law 244 dated July 19, 2021 has been created.</p>
<b>ITB 18.3 (a)</b>	<p>The Bid price shall be adjusted by the following factor: 1</p>
<b>ITB 19.1</b>	<p>A Bid Security "<b><i>shall be</i></b>" required for each lot separately.</p> <p>A Bid-Securing Declaration "<b><i>shall not be</i></b>" required.</p> <p>The amount and currency of the Bid Security shall be Fifty Thousand US Dollars (US\$50,000) for each selected lot or equivalent amounts in a freely convertible currency.</p> <p>The Bid Security shall be an unconditional Bank Guarantee issued from a Lebanese bank or a foreign bank through its correspondent in Lebanon. The Bid Security shall be in strict conformance with the form included in Section IV – Bidding Forms of this Tender Document. Any alternate form/text would result in the rejection of the bid.</p> <p>Bidders do not have the option of submitting one bid security with combined total amount for several lots.</p>

<b>ITB 19.3 (d)</b>	<p>Other types of acceptable securities:</p> <p>a certified Bank check in favor of Council for Development and Reconstruction in a sum equal to US\$50,000 or Euro 45,000 for each selected lot may be accepted as a Form of Bid Security.</p> <p>The certified checks of all unsuccessful bidders shall be, by the CDR, immediately returned to the respective bidders thereof following the issuance of CDR Board decision related to the acceptance of the bid of the lowest responsive bidder or the rejection of all of the bids presented.</p>
<b>ITB 19.9</b>	N/A.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b>One hard copy.</b>
<b>ITB 20.3</b>	<p>The original Price Schedule(s) of the Bid shall be filled in, only, in hand writing, otherwise the Bid will be rejected.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>a power of attorney signed by the legally authorized representative/owner acting on behalf of the bidder.</b></p> <p>Power of Attorney for Firm's Representative: The representative of the moral person that will be declared successful bidder has the necessary prerogatives to carry out any legal proceeding or measure in connection with the tender, and that said representative should submit for this purpose an official document proving that he is the holder of such prerogatives, namely when the act is of disposal nature such as to waive, to release, to cash, to disclaim and to acknowledge, provided that said document is not older than three months from the date of the tender submission.</p>
<b>ITB 21.2</b>	The outer envelope shall not bear the bidder's name and address, but only the name of the project and shall be marked "Do Not Open before the Tender Opening Session".

<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:</p> <p>Attention: <b>President of CDR</b></p> <p>Address: <b>Council for Development and Reconstruction (CDR)</b>  <b>Tallet El Serail, Beirut Central District</b>  <b>Legal Affairs Division</b>  <b>Tenders Department</b></p> <p>Floor: <b>Ground Floor</b></p> <p>City: <b>Beirut</b></p> <p>ZIP/Postal Code: <b>Not Applicable</b></p> <p>Country: <b>Lebanon</b></p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: <b>As stated in the Specific Procurement Notice unless extended pursuant to ITB 8.3.</b></p> <p>Time: <b>12 o'clock noon Beirut local Time</b></p> <p>Bidders shall not have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p>Address: Council for Development and Reconstruction (CDR)  Tallet El Serail, Beirut Central District  Legal Affairs Division  Tenders Department</p> <p>Floor: Ground Floor</p> <p>City: Beirut</p> <p>ZIP/Postal Code: Not Applicable</p> <p>Country: Lebanon</p> <p>Date: <b>As stated in the Specific Procurement Notice unless extended pursuant to ITB 8.3.</b></p> <p>Time: 12 o'clock noon Beirut local Time</p>
<b>ITB 25.6</b>	<p>The Letter of Bid and Price Schedules of each bid shall be initialed by all representatives of the Purchaser conducting Bid opening and shall be numbered.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	<p>The adjustment shall be based on the <b><i>“average”</i></b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>

<b>ITB 32.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <b>U.S Dollars</b></p> <p>The source of exchange rate shall be <b>the Central Bank of Lebanon</b></p> <p>The date for the exchange rate shall be <b>28 days before the bid submission date.</b></p>
<b>ITB 33.1</b>	A margin of domestic preference <i>shall not</i> apply.
<b>ITB 34.1</b>	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 34.2</b>	<p>Contractor's proposed subcontracting: Maximum percentage of total subcontracting works permitted is: <i>30% of the total contract amount.</i></p> <p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience.</p> <p>Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
<b>ITB 34.3</b>	N/A
<b>Add ITB 39.4</b>	<p>Provisions of Clause No.1 of Article 7 of the Public Procurement Law 244 dated July 19, 2021 shall apply to the subcontractors as follows:</p> <p>The subcontractors shall meet the following conditions, in addition to any other criteria deemed appropriate by the CDR and relevant to the procurement subject matter:</p> <ul style="list-style-type: none"> <li>a. That there is no proven violation, by the subcontractors, of professional ethics generally accepted and stipulated in the relevant provisions, if any;</li> <li>b. That they have the legal capacity to enter into the procurement contract;</li> <li>d. That they have not been convicted, neither their directors nor employees involved with the procurement process, by a court decision of any criminal offence - even if the verdict can still be appealed - related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract, or corrupting a public procurement or a contract awarding process, or have not been otherwise disqualified pursuant to administrative suspension or debarment proceedings, or have been in a situation of exclusion from participation in public procurements;</li> </ul>

	<p>e. That they are not the subject of legal proceedings for insolvency or bankruptcy, or were declared bankrupt by a court of law;</p> <p>f. That they have not been convicted by a court decision - even if the verdict can still be appealed - of usury or money laundering;</p> <p>g. That they have not participated in the decision-making process of the contracting authority or have any conflict of interest, or any material interest linking them to any of the decision makers;</p> <p>h. Any other conditions set forth by the contracting authority in the tender documents that are commensurate with the required works.</p> <p>2. Rehabilitation or proven cease of the legal impediment shall reinstate the right of the bidder to participate in the procurement proceedings.</p>
<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.
<b>ADD ITB 47.3</b>	The Bidder shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: “Partnership Limited by Shares (Société en Commandite par action)” (شركة توصية مساهمة) or “Stock Companies” (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document should be submitted before signing the Contract by the awarded Bidder, if applicable.
<b>ITB 48.1 and 48.2</b>	<p><b>Amend ITB 48.1 to read as follows:</b></p> <p>Within ten (10) days of the Contract notification, the successful Bidder shall furnish to the Employer a Performance Security. The Standard Form of Performance Security acceptable to the Employer shall be unconditional “Bank Guarantee” issued by a bank located in Lebanon or a foreign bank through a corresponding bank in Lebanon in the form and wording of the Performance Security in Section X. Refer to Section IX – Particular Conditions of Contract, GCC 54.1, for the required amount of the Performance Security.</p>
<b>ITB 49</b>	N/A
<b>ITB 50.1</b>	<p>A-The provisions of this clause are applicable only after the creation of the Complaints Authority.</p> <p>The procedures for making a Procurement-related Complaint are detailed in the <a href="#">“Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to «The Administrative Complaints Authority»</p>



In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents; and
2. the Employer's decision to award the contract.

According to Article 89 of the Public Procurement Law (Law 244 dated July 19, 2021), an independent authority called «The Administrative Complaints Authority» created to handle challenges and complaints with relation to all explicit or implicit procedures or decisions issued by or against the procuring entity or any of the stakeholders in the procurement process, including the bidding documents. Contrary to any other provision, the Complaints Authority shall be the sole and exclusive adjudicator of any administrative challenge or complaint with relation to the explicit or implicit decisions on pre-contractual procurement proceedings.

According to Article 106 (Filing a complaint before the Complaints Authority) of the Public Procurement Law (Law 244 dated July 19, 2021)

1. Contrary to any other provision, complaints shall be exclusively filed before the Complaints Authority with regard to any decision or action taken by the procuring entity or any other procurement stakeholder in the procurement proceedings, or to the abstention of the procuring entity from taking a decision under Article 105 of this Law within the time limits prescribed in that Article, with the legal and factual reasons upon which such complaints are based.

2. Complaints shall be filed in writing within the following time periods:

a. prior to the deadline for submission of tenders if the applications for reconsideration are related to the terms of solicitation, pre-qualification or decisions or actions taken by the procuring entity in this context;

b. within the ten (10) days standstill period, starting from the date of dispatch to the winning bidder of the notice of award pursuant to paragraph 2 of Article 24 of this Law, if the standstill period is related to other decisions or actions taken by the procuring entity in the procurement decisions. If no standstill period has been applied, at any time prior to the entry into force of the procurement contract or the framework agreement.

c. Complaints with regard to the abstention of the procuring entity from taking a decision under article 105 of this Law within the time limits prescribed in that Article shall be submitted within five (5) working days after the decision of the procuring entity should have been communicated to the applicant for reconsideration in accordance with the provisions of Article 105 of this Law.

3. Following receipt of the complaint, the Complaints Authority shall promptly:

a. Order the suspension of the procurement proceedings, if it deems that such suspension is necessary to protect the interests of the complainant, and if the complaint was valid and based on substantial grounds. In such case the

	<p>suspension period shall be of ten (10) working days, if the complaint was received prior to the deadline of the submission of tenders; The Complaints Authority may also order that any suspension applied be extended or lifted, under the provisions stipulated in this Article;</p> <p>b. Notify the procuring entity and all identified participants in the procurement proceedings related to the complaint, of the substance thereof;</p> <p>c. Where the Complaints Authority decides to suspend the procurement proceedings it shall specify the period of suspension and notify all identified participants in the procurement proceedings of the decision thereof;</p> <p>d. Publish a notice with a summary of the complaint and the reasons thereof on the central electronic platform of the Public Procurement Authority.</p> <p>4. The Complaints Authority may dismiss the complaint where it decides that the complaint is without any legal grounds. The Complaints Authority shall notify the complainant, the procuring entity and all other participants in the procurement proceedings of the dismissal and the reasons therefor. Such a dismissal constitutes a decision on the complaint.</p> <p>5. The notices shall be dispatched to the complainant, the procuring entity and other participants in the procurement proceedings under paragraphs 3 and 4 of this article shall be given no later than three (3) working days after the relevant decisions have been taken.</p> <p>6. Promptly upon receipt of a notice under paragraph 3 (b) of this article, the procuring entity shall provide the Complaints Authority with effective access to all documents relating to the procurement proceedings in its possession.</p> <p>7. The Complaints Authority shall take one or more of the following actions, as appropriate:</p> <p>a. Prohibit the procuring entity and other public stakeholders from acting or following a procedure that is not in compliance with the provisions of this Law;</p> <p>b. Overturn in whole or in part any act or a decision of the procuring entity that is not in compliance with the provisions of this Law in the pre-contractual framework;</p> <p>c. Require the procuring entity that has acted or proceeded in a manner that is not in compliance with the provisions of this Law to act to correct such actions, and correct any decision thereof that is not in compliance with the provisions of this Law in the pre-contractual framework;</p> <p>d. Confirm any decision taken by the procuring entity;</p> <p>e. Dismiss the complaint;</p> <p>f. Take such alternative action as is appropriate in the circumstances.</p> <p>8. The Complaints Authority shall inform the Court of Audit and the public prosecutor thereof, the Public Procurement Authority, and the Central Inspection of the violations found at the time of ruling on the complaint, in order to take the necessary measures.</p> <p>9. The decision of the Complaints Authority under paragraph 7 of this Article shall be rendered within (20) twenty working days after receipt of the complaint. The Complaints Authority shall immediately thereafter</p>
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communicate the decision to the procuring entity, to the complainant, and to all other participants in the challenge proceedings and the procurement proceedings. After the decision has been taken, any suspension of procurement procedures decided by the Complaints Authority shall be rendered void.

10. All decisions of the Complaints Authority under this Article, except for the implicit rejection decisions, shall be in writing and reasoned, and state the actions taken and the reasons therefor. The procuring entity shall include in the record of procurement proceedings stipulated in Article 9 of this Law:

- a. The complaint filed before the Complaints Authority under this Article;
- b. The decisions taken by the Complaints Authority;

11. Decisions of the Complaints Authority shall be subject to review by the State Council with seven (7) working days from the date of notification thereof. The expiry of the time limit specified in paragraph 9 of this Article and the silence of the Complaints Authority with regard to the application submitted thereto or the abstention of the Complaints Authority from communicating the decision thereof in accordance with the provisions of this Law, shall be considered as an implicit decision of rejection which in turn shall be subject to review by the Council of State.

12. Filing the complaint shall bring to standstill any oversight measures, if any, until the complaint is settled and a decision with relation thereto is rendered.

13. When the decision of the Complaints Authority is overruled by any other oversight entity, such entity shall justify its decision and publish it on the central electronic platform in order to be effective.

B- Until the Complaints Authority stipulated for in this Law has been created the provisions of this clause are applicable as follows:

The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](#) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:

**For the attention:** Mr. Nabil EL Jisr

**Title/position:** President of CDR

**Purchaser:** Council for Development and Reconstruction

**Email address:** Not Applicable

**Fax number:** +961-1-981252

In summary, a Procurement-related Complaint may challenge any of the following:

- 1. the terms of the Bidding Documents; and
- 2. the Employer’s decision to award the contract.

<b>Additional Clause</b>	<p>According to Article 103 (Right to challenge and appeal) of the Public Procurement Law (Law 244 dated July 19, 2021):</p> <p>Until the Authority stipulated for in this Law has been created, the challenge and appeal process in force at the State Council shall be followed.</p> <p>1. Any stakeholder having a standing legal capacity, including the Public Procurement Authority, has the right to challenge any explicit or implicit decision or action taken, adopted or applied by any of the entities involved with the procurement, prior to the entry in force of the contract, that is not in compliance with the provisions of this Law and the general principles of the public procurement.</p> <p>2. The challenge shall relate to the previously determined decisions, and anyone who meets the requirements mentioned in the first paragraph of this Article shall have the right to challenge such decisions according to the following mandatory process:</p> <p>a. <b>An application for reconsideration</b> pursuant to article 105 of this Law, or</p> <p>b. <b>A complaint</b> pursuant to article 106 of this Law, or</p> <p>c. <b>A review</b> of the decisions of the Complaints Authority before the State Council.</p>
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## **Section III - Evaluation and Qualification Criteria**

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

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## **1. Margin of Preference (Not Applicable)**

If BDS so specifies, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.
- (b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
  - (i) Group A: Bids offered by domestic contractors eligible for the preference.
  - (ii) Group B: Bids offered by other contractors.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Bid with lowest evaluated cost, and the Bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award as the Most Advantageous Bid, if the Bidder is qualified. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of dayworks, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

## **2. Evaluation**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

### **2.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

### **2.2 Multiple Contracts**

Pursuant to ITB 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

#### **(a) Award Criteria for Multiple Contracts [ITB 35.4]:**

##### **Lots**

Bidding will be conducted through National competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers-Procurement in Investment Projects Financing" July 2016 ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.

Bidders have the option to submit a Bid for one or more of the lots listed in the table shown in the paragraph 1 of the Specific Procurement Notice. Bidders submitting their bids for more than one lot, must ensure that the following criteria are met for the combined requirements of the lots included in their bid:

#### **(b) Qualification Criteria for Multiple Contracts:**

- Financial capabilities requirements stipulated in Section III - Evaluation and Qualification Criteria - Eligibility and Qualification Criteria Paragraph 3.1
- Average Annual Construction Turnover requirements stipulated in Section III - Evaluation and Qualification Criteria - Eligibility and Qualification Criteria Paragraph 3.2

A bidder (including all members of a joint venture) will be disqualified for the submitted bid related to any one or more lots, in the event that the two requirements above are not met, as such to achieve the lowest bid price while meeting the two requirements.

The contract related to each lot will be awarded to the Bidder offering the lowest evaluated cost to the Employer, provided that the selected Bidder meets the required qualification



criteria and the aggregate minimum requirements for respective lots as specified in the paragraph 4 of the Specific Procurement Notice.

### 2.3 Alternative Completion Times (Not Applicable)

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

.....  
.....  
.....

### 2.4 Sustainable procurement (Not Applicable)

*[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

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.....

### 2.5 Alternative Technical Solutions for specified parts of Works (Not Applicable)

The acceptability of alternative technical solutions of parts of the Works, if permitted under ITB 13.4, will be determined as follows:

.....  
.....  
.....

### 2.6 Specialized Subcontractors (Not Applicable)

If permitted under ITB 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

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.....

### 3. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January <b>2013</b> .	Must meet requirement <sup>1 &amp; 2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON – 2
2.2	Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder’s financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2013	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years. <sup>4</sup>	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

<sup>3</sup> The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

<sup>4</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated for different lots as follows:  <b>Lot 15:0.75MUS \$</b> <b>Lot 16:0.75MUS \$</b> <b>Lot 17:0.75MUS \$</b>  <b>for a period of three (3) months starting from the contract notification date</b> for the subject contract(s) net of the Bidder's other commitments.	Must meet requirement	Must meet Requirement	Must meet Requirement	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	Must meet Requirement	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last <i>Ten</i> years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.2	<b>Average Annual Construction Turnover</b>	<p>Minimum average annual construction turnover of:</p> <p><b>Lot 15: 2 MUS \$</b>  <b>Lot 16: 2 MUS \$</b>  <b>Lot 17: 2 MUS \$</b></p> <p>calculated as total certified payments received for contracts in progress and/or completed within the last 10 years since 1<sup>st</sup> January 2013, calculated for any best 5 performing years out of the last 10 years since 1<sup>st</sup> January 2013 divided by 5 years</p>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	<p>Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor <b>for Road works and/or civil works (Infrastructure Works)</b> for at least the last <b>10</b> years, starting 1<sup>st</sup> January <b>2013</b>.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (a)	Specific Construction & Contract Management Experience	A minimum number of similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> , management contractor or sub-contractor between 1st January 2013 and bid submission deadline: (i) One (1) road works contract within the last ten (10) years since 1 <sup>st</sup> January 2013, with a value of at least Two (2) MUS \$ that has been successfully and substantially completed and that is similar to the proposed Works (This Condition is Not applicable for Joint Venture. However, it could be applicable for Single Entity)	Must meet requirement (i)	N/A	Each member must meet requirement: One Road works and/or civil works (Infrastructure Works)	N/A	Form EXP 4.2(a)

<sup>5</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>6</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<p>Or</p> <p>(ii) Two Road works and/or civil works (Infrastructure Works) Contract within the last ten years (10) since 1<sup>st</sup> of January 2013, with a combined value of at least (2) MUS\$, that has been successfully and substantially completed and that is or are similar to the proposed Works (This Condition could be applicable for Single Entity. However, this condition is necessary applicable for Joint Venture).</p> <p>The similarity of the contracts shall be based on the following: Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology</p>	<p>or</p> <p>Must Meet requirement (ii)</p>	N/A	<b>Contract within the last ten years (10) since 1st of January 2013, with a value of at least (2) MUS\$, that has been successfully and substantially completed and that is or are similar to the proposed Works.</b>		

## 4. Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

**Contractor's Representative and Key Personnel (should be submitted for each selected Lot)**

Item No.	Position/specialization	Relevant General Experience qualifications	Minimum years of relevant work experience
1	Civil Engineer Project Manager (Excellent English literacy is a must) – Road construction experience	15	10
2	Civil Engineer (Excellent English literacy is a must) – Road construction experience	10	5
<b>Suitable experts in the following specializations</b>			
3	Environmental / Occupational Health and safety Expert	7 in relevant environmental subject	5 working on road projects in similar work environments
4	Road Safety expert (Civil engineer certified from an approved international agency as Road Safety Specialist)	7 in Road Safety	5 working on road projects in similar works conditions

## 5. Equipment

The Bidder must demonstrate for each selected Lot that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Asphalt Pavers with laser sensors (for laying asphalt concrete) paving width: min 3.0m	1
2	Pneumatic tire rollers 5 ton minimum	1
3	Wheel Loaders - Min 1 m <sup>3</sup> Bucket	1
4	Pickup truck 2 Tons	1
5	Compact Wheel Loader (Bobcat)	1

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (owned/leased).

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## Letter of Bid (SHALL BE SUBMITTED FOR EACH LOT SEPARATELY)

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of RFB process]*

**Alternative No.:** *[insert identification No. if this is a Bid for an alternative]*

**To:** *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- v. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents*

demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]

- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

*[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*

Or

*[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

- (g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;

- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;



- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:***\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

## Schedules

### Bill of Quantities

#### Attached separately Bound (Volume 3)

(SHALL BE SUBMITTED FOR EACH LOT SEPARATELY)

**For Bill of Quantities refer to VOLUME 3 BILL OF QUANTITIES issued under a separate cover.**

1. THE CONTRACTOR shall, unless otherwise stated, allow in his unit rates and prices in the Bills of Quantities (Volume 3) for the obligations, liabilities and services described in:

Volume One: Conditions of Contract and Contract Data

Appendix 1: CDR Safety, Health & Environment Regs.

Appendix 2: VAT Mandate.

Volume Two: Specifications

Volume Four: Drawings

Environmental and Social Management Plan (ESMP)

2. The Quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

3. METHOD OF MEASUREMENT

The Works shall be measured in accordance with the Method of Measurement included with the Specification and in accordance with the descriptions of items and preambles stated in the Specification.

### ***Objectives***

*The objectives of the Bill of Quantities are:*

- (a) *to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) *when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

*In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise*

*to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.*

### ***Daywork Schedule***

*A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:*

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

### ***Provisional Sums***

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

*These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final bidding document.*



## Activity Schedule

[illegible]

## 2. Schedule of Payment Currencies

SHALL BE SUBMITTED FOR EACH LOT SEPARATELY

For Lot 15/ 16 and 17 *[insert name of Section of the Works]*

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency Lot 15 Lot 16 Lot 17	170,000 USD 100,000 USD 160,000 USD	1.00		
TOTAL BID PRICE (Including provisional sum)				

### 3. Schedule(s) of Adjustment Data

#### (NOT APPLICABLE)

**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ____* B: ____* C: ____* D: ____* E: ____*
			<b>Total</b>		<b>1.00</b>

[\*To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ____* B: ____* C: ____* D: ____* E: ____*
				<b>Total</b>		<b>1.00</b>

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]



## Forms of Bid Security

### Form of Bid Security - Bank Guarantee

(SHALL BE SUBMITTED FOR EACH LOT SEPARATELY)

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Request for Bids No:** *[Insert reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. *[insert number]* ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if

required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[signature(s)]*

## Form of Bid Security – Bid Bond (Not Applicable)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*<sup>2</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the execution of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

<sup>2</sup> The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

*(Printed name and title)*

## Form of Bid-Securing Declaration (Not Applicable)

Date: *[insert date (as day, month and year)]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder\* \_\_\_\_\_ *[insert complete name the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above \_\_\_\_\_ *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## **Technical Proposal**

### **Technical Proposal Forms**

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct (ES)**
- **Others**

## FORM PER -1

### Key Personnel Schedule

**SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### Key Personnel

1.	<b>Title of position: Civil Engineer Project Manager</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	<b>Title of position: Civil Engineer</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	<b>Title of position: Environmental / Occupational Health and safety Expert</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>



<b>4.</b>	<b>Title of position: Road Safety expert (certified)</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**Form PER-2:**  
**Resume and Declaration**  
**Key Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>details</b>		
	<b>Address of employer:</b>	
	<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present employer:</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

## Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

**Name of Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer,</b>	<b>Model and power rating</b>
	<b>Capacity*</b>	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

## **Site Organization**

### **SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

Give details (in graphic form) of the organization chart of your site office for this contract, showing the key personnel and their responsibilities and functions. Explain clearly the links between the site office and the Company's head office organization and in particular show the involvement of any directors, area managers or visiting staff in this particular contract. In the case of a joint venture the bidder must indicate the inter-relationships between the JVA partners.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

## **Method Statement**

### **SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

The Bidder shall provide a comprehensive work method statement in which to demonstrate a clear understanding of the Works by providing written descriptions, with drawings where applicable, of the methods proposed by the Bidder for carrying out the Works. In particular the Bidder shall indicate the number, type and capacity of all plant, equipment and labor proposed to be involved in the major activities of work; the sources of all quarries, borrow pits, spoil areas, materials suppliers and the proposed means of haulage; the sequence of work and numbers of concurrent work fronts proposed; the location of the Bidder's site offices and Engineer's offices, plant, fabrication yards, laboratory etc.; the Bidder's proposed health and safety plan; the activities of subcontractors and the Bidder's proposals for management of them; the activities of joint-venture partners; a detailed description of the procurement of utility works.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

## **Mobilization Schedule**

### **SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

Bidder shall provide a mobilization schedule showing all required facilities, offices, laboratories, construction equipment, site cars, traffic safety (Detours) and occupational and health safety manuals and procedures, environmental impact assessment, Environmental, Social, Health and Safety Management Strategies and Implementation Plans and any other pertinent requirements related to the proper commencement of the construction activities.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

## **Construction Schedule**

### **SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

Bidder shall provide a provisional programme of works showing the order of procedure and timing in which the Bidder proposes to carry out the Works. The programme shall show, inter alia: all dates and times specified in the Contract; the order and timing of the temporary and permanent work; the quantities of temporary and permanent work expected to be constructed each month; the resources (plant, equipment, labour, etc) required each month to produce these quantities of work; all utilities work; the intermediate milestones; the relationship between activities; the critical path; the date by which the Contractor requires any information or anything else the Employer is required to provide to the Contractor including possession of site. In preparing the programme of work the Bidder shall take note of prevailing climatic conditions and the requirement to obtain permits and authorizations prior to construction.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.



## **ES Management Strategies and Implementation Plans**

**(ES-MSIP)**

**SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

## Code of Conduct for Contractor's Personnel (ES) Form

SHALL BE SUBMITTED FOR EACH LOT SEPARATELY

***Note to the Employer:***

***The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.***

*The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.*

***Delete this Box prior to issuance of the bidding documents.***

**Note to the Bidder:**

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

**FOR CONTRACTOR'S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

**(2) Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

## **Others**

## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder



## Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

## Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

### Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]*
☐ Contract(s) not performed since 1<sup>st</sup> January *[insert year]*

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

### Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation

☐ Pending litigation.

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____  Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Form CON – 3

### Environmental and Social Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Environmental and Social Performance Declaration</b> in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>	<i>[insert amount]</i>

		Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

## Form CON – 4

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b> <b>in accordance with Section III, Evaluation and Qualification Criteria</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (d) above</b>)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 40px;">Name of Project: _____</p> <p style="margin-left: 40px;">Contract description: _____</p> <p style="margin-left: 40px;">Brief summary of evidence provided: _____</p> <p style="margin-left: 40px;">_____</p>

Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations ( <b>as per (e) above</b> ) <i>[attach details as appropriate]</i> .



**Form CCC: Current Contract Commitments / Works in Progress**

Bidders and each member of a JV 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 for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

## Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

## 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>3</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>3</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

		<b>Annual turnover data (construction only)</b>	
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>USD equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

**Form FIN - 3.3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

## Form EXP - 4.1: General Construction Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

## Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

**Form EXP - 4.2(a) (cont.)**  
**Specific Construction and Contract Management Experience**  
**(cont.)**

<b>Similar Contract No.</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	



## Form EXP - 4.2(b): Construction Experience in Key Activities (Not Applicable)

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

Subcontractor's Name<sup>4</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Subcontractor's Name (as per ITB 34.2 and 34.3): \_\_\_\_\_

All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

	<b>Information</b>			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

<sup>4</sup> If applicable.

Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

	<b>Information</b>
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3. ....

## Form EXP - 4.2(c): Specific Experience in Managing ES aspects

### (Not Applicable)

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	<b>Prime Contractor</b> <input type="checkbox"/>	<b>Member in JV</b> <input type="checkbox"/>	<b>Management Contractor</b> <input type="checkbox"/>	<b>Subcontractor</b> <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

## Form of Joint Venture Agreement

This agreement is made the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, 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 complying 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 responsibilities 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.

***[For the settlement of disputes, the bidders are required to adopt only one of the following alternatives]***

**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 and to any jurisdiction which may be invoked thereunder."

**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:** “All disputes arising in connection with the present agreement shall be finally settled 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 Option of JV Partners”

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:**

## **Section V - Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1 : *Israel*

Under ITB 4.8 (b) and 5.1    “*none*”



## **Section VI - Fraud and Corruption**

**(Section VI shall not be modified)**

### **1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **PART 2 – Works' Requirements**

**Section VII - Works’ Requirements**

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## Scope of Works

In accordance with project terms of reference (T.O.R.) the routine maintenance activity will be implemented for primary roads including international roads ranging from one lane in each direction with low Traffic Volume to multiple lanes in each direction with high traffic density known as Highways, within the Caza's as first priority and for secondary roads as second priority where funds are available.

The following table shows a summary of those roads subjected for routine maintenance in each caza.

Request for Bid (RFB) Designation	Lot	Caza's
RM015	15	Kesrouane
		Metn
RM016	16	Hermel
		Baalbeck
RM017	17	Aley
		Chouf

The proposed maintenance works includes mainly the following:

### 1) **Incidental repair works that includes mainly:**

- Clearing of roadway limits that includes remove within the limits of road limits all vegetation, surface debris and scattered stones and rocks etc....
- Repair of damaged manhole covers completed as specified and to the Engineer's satisfaction.
- Cleaning of waterways, hydraulic structures, drainage pipes, and box culverts,
- Remove of damaged Galvanized Steel Guardrail and replace by new one.
- Concrete Repair Works: including repair of existing concrete channels, box culverts, safety barriers and retaining walls

### 2) **Pavement Repair Works:**

Periodic Pavement repairs should be performed as needed to preserve the structural integrity of the road. Roadway repair works can be grouped into the following categories.

Preventative measures are minor repairs which include joint and crack sealing, temporary and permanent patching, other miscellaneous paving, drainage improvements.

- Shallow patching works for limited area, includes removing the existing pavement (milling), generally between 4 to 5 cm, paving the area that was milled. Ideally no

additional work is required (such as adjusting of manholes), since the existing grade is usually the same.

- Pavement overlay for limited area, consists of paving over the existing roadway to cover cracks, fill potholes and increase the strength of the roadway. Various items should be reviewed prior to placing an overlay on a road.
- Milling & overlay for trench utilities where pavement settlement occurred and the structural integrity of the pavement is still in good condition.
- Deep patching works, for limited section, may be needed when the structural integrity of the road is compromised. Prior to reconstructing the roadway, an engineer should determine the extent of work required and the type of repairs needed.
- Removal and reinstatement of damaged trench

### **3) Maintenance and Upgrade of Traffic Safety & Control Devices:**

- The proposed works related to traffic safety includes mainly the construction of new concrete safety barrier along the critical locations.
- Roads Marking applications including road cat-eyes,
- Roads delineator installations
- Installation of Warning signs and speed calming measures

Traffic and Management Plans (TMPs) will need to be developed by the main contractor. The plan will include preventative measures to manage the risks from potential increases in traffic from construction activities including transportation of material and workers to and from the maintenance activity sites. In addition, it will include measures to protect workers and manage the risks from civilian traffic within close proximity to maintenance activities especially within residential areas. A special TMP shall be prepared regarding works on Highways. All TMPs shall be approved by the Consultant prior the execution of work.

## **Specifications**

**For Specifications refer to VOLUME 2 SPECIFICATIONS (for each Lot) issued under a separately bound.**

**The following clause shall be deemed included and is a part of the Specifications:**

### **Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In The event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

## Environmental and Social Requirements

*[The Employer's team preparing the ES requirements should include a suitably qualified Environmental and Social specialist/s.]*

*In preparing detailed specifications for ES requirements the Borrower should refer to and consider the applicable environmental and social standards in the ESF including the specific requirements set out in the Environmental and Social Commitment Plan (ESCP), ESIA/ESA/ESMP, EHSs and other GIIP as well as SEA and SH prevention and management obligations.*

*The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions of Contract if any), and other parts of the Specification.*

*The following is a non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to ES matters stated in the Specification.]*

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
8.2	<i>Other Contractors</i>	<i>Indicate specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.</i>
9.4.1, 9.4.2, 9.4.7, 9.4.8	<i>labor</i>	<i>State applicable requirements in accordance with the labor management procedure.</i>
9.4.6	<i>Facilities for Staff and Labor</i>	<i>-Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor's Personnel is required.</i>
9.4.20	<i>Training of Contractor's Personnel</i>	<i>As set out in the ESCP, specify, , details of any training to relevant Contractor's Personnel to be provided by the Employer's Personnel on environmental and social aspects. (whom, what, when, where, how long etc.)</i>
15.2	<i>Contractor to Construct the Works</i>	<p><i>If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable technical standards and requirements including to address:</i></p> <ul style="list-style-type: none"> <li>• <i>climate change considerations,</i></li> <li>• <i>universal access,</i></li> </ul>



Sub-Clause/Clause No.	Sub-Clause/Clause	Remarks
		<ul style="list-style-type: none"> <li>risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events, applicable certification or approval requirements</li> </ul>
18.2	Health and Safety Obligations	[ Refer to ESS4 on requirements for design] Indicate any additional requirements for the health and safety manual
18.3	Protection of the Environment	Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor's activities that shall not be exceeded.
19.1	Archeological and Geological Findings	Specify other requirements if any in accordance with the ESF – ESS8
29.1	Security of the Site	State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP and applicable laws.) Include any other requirement set out in the ESCP.

*In addition to provisions in the above table, the Employer shall specify the following as applicable.*

#### **Management and Safety of Hazardous Materials**

*As applicable, specify requirements for the management and safety of hazardous materials (see ESF - ESS4 para. 17 and 18 and relevant guidance notes).*

#### **Resource Efficiency and Pollution Prevention and Management**

*As applicable specify Resource Efficiency and Pollution Prevention and Management measures (see ESF -ESS3 and relevant guidance notes).*

- **Resource efficiency**

*The Employer shall specify, as applicable, measures for improving efficient consumption of energy, water and raw materials, as well as other resources.*

- **Energy:** *When the Works have been assessed to involve a potentially significant use of energy, specify any applicable measures to optimize energy usage.*

- **Water:** *When the Works have been assessed to involve a potentially significant use of water or will have potentially significant impacts on water quality, specify any applicable measures that avoid or minimize water usage so that the Works' water use does not have significant adverse impacts on communities, other users and the environment.*
- **Raw material:** *When the Works have been assessed to involve a potentially significant use of raw materials, specify any applicable measures to support efficient use of raw materials.*
- **Pollution prevention and management**
  - **Management of air pollution:** *specify any measure to avoid or minimize Works related air pollution. See also GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
  - **Management of hazardous and nonhazardous wastes:** *specify any applicable measures to minimize the generation of waste, and reuse, recycle and recover waste in a manner that is safe for human health and the environment including storage, transportation and disposal of hazardous wastes. See also GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
  - **Management of chemicals and hazardous materials:** *specify any applicable measures to minimize and control the release and use of hazardous materials for Works activities including the production, transportation, handling, and storage of the materials. See also GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
- **Biodiversity Conservation and Sustainable Management of Living Natural Resources**

*The Employer shall specify, as applicable, Biodiversity Conservation and Sustainable Management of Living Natural Resources (see ESF - ESS6 and relevant guidance notes). This includes, as applicable:*

- *invasive alien species: managing the risk of invasive alien species during the execution of the Works;*
- *sustainable management of living natural resources; and*
- *certification and verification requirements for the supply of natural resource materials where there is a risk of significant conversion or significant degradation of natural or critical habitats.*

*See also GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*

- **Road Safety**
  - *State any specific traffic and road safety requirement, as applicable. See also Sub-Clause 9.3 of the General Conditions of Contract. For details, refer to the Guidance Note on Road safety.*

## **PAYMENT FOR ES REQUIREMENTS**

*The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.*

## Key Personnel

**SHALL BE SUBMITTED FOR EACH LOT SEPARATELY**

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

### Key Personnel

<b>Item No.</b>	<b>Position/specialization</b>	<b>Relevant academic qualifications</b>	<b>Minimum years of relevant work experience</b>
<i>1</i>	Contractor's Representative-Project Manager	<i>Degree in civil engineering</i>	
<i>2</i>	Civil Engineer	<i>[Degree in civil engineering]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
<i>3</i>	Environmental / Occupational Health and safety Expert	<i>e.g. degree in relevant environmental subject]</i>	
<i>4</i>	Road Safety expert (certified)	<i>Degree in civil engineering/ Transportation Engineering / relevant field</i>	
<i>5</i>	<i>modify as appropriate</i>		

## **Drawings**

**For Drawings refer to VOLUME 4 Drawings issued under a separate cover.**

The Drawings are as listed on the List of Drawings in Volume 4.

## **Supplementary Information**

# **PART 3 – Conditions of Contract and Contract Forms**

## **Section VIII - General Conditions of Contract**

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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## General Conditions of Contract

### A. General

#### 1. Definitions

Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.

- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible

for supervising the execution of the Works and administering the Contract.

- (z) **PCC** means Particular Conditions of Contract.
- (aa) The **Site** is the area defined as such in the PCC.
- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) “**Key Personnel**” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (ll) “**Sexual Exploitation and Abuse**” “(SEA)” means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or

trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (mm) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and
- (nn) **“Employer’s Personnel”** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor’s Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,

- (f) Specification,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the

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<sup>1</sup> In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

**8. Other  
Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 8.2 The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.

**9. Personnel and Equipment**

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
  - (f) has been recruited from the Employer's Personnel;
  - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

- 9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.



## 9.4 Labor

- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

- 9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security

benefits and pension contributions, on or before the end of their engagement/ employment.

- 9.4.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specification.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.4.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the

Contractor's Personnel for the purposes of or in connection with the Contract.

- 9.4.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.4.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.4.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

- 9.4.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18

in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

9.4.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for

the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

- 9.4.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

- 9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for

its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

- 9.4.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

## **10. Employer's and Contractor's Risks**

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

## **12. Contractor's Risks**

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

## **13. Insurance**

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due

to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

#### **14. Site Data**

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

#### **15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specification:

- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

#### **16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs



collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

**17. Approval by the Project Manager**

- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

**18. Health, Safety and Protection of the Environment**

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
  - (a) comply with all applicable health and safety regulations and Laws;
  - (b) comply with all applicable health and safety obligations specified in the Contract;
  - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
  - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
  - (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;
  - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;

- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (a) which shall include at a minimum:
  - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
  - (ii) details of the training to be provided, records to be kept;
  - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
  - (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
  - (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;
  - (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and
- (b) any other requirements stated in the Specification.

### 18.3 Protection of the environment

- (a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

## 19. Archaeological and Geological Findings

19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

## 20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning

in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

#### **24. Procedure for Disputes**

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

#### **25. Fraud and Corruption**

- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

#### **26. Stakeholder Engagement**

- 26.1 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.

**27. Suppliers (other than Subcontractors)**

- 27.1 *Forced Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
- 27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
- 27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
- 27.4 *Obtaining natural resource materials in relation to supplier:* The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

**28. Code of Conduct**

**28.1** The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

**29. Security of the Site**

**29.1** The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.



The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specifications

## **B. Time Control**

### **30. Program and Progress Reports**

- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the periods **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated

Activity Schedule within 14 days of being instructed to by the Project Manager.

30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

**31. Extension of the  
Intended  
Completion  
Date**

31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a

delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**32. Acceleration**

32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**33. Delays Ordered by the Project Manager**

33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**34. Management Meetings**

34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**35. Early Warning**

35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

**C. Quality Control**

- 36. Identifying Defects** 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## D. Cost Control

- 40. Contract Price<sup>2</sup>** 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 41. Changes in the Contract Price<sup>3</sup>** 41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25

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<sup>2</sup> In lump-sum contracts, replace GCC Sub-Clause 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>3</sup> In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

- 41.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

## **42. Variations**

- 42.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.
- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in

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41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>4</sup> In lump-sum contracts, add "and Activity Schedules" after "Programs."

the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>5</sup>

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

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<sup>5</sup> In lump-sum contracts, delete this paragraph.

**43. Cash Flow  
Forecasts**

43.1 When the Program,<sup>6</sup> is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

**44. Payment  
Certificates**

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

44.3 The value of work executed shall be determined by the Project Manager.

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>7</sup>

44.5 The value of work executed shall include the valuation of Variations and Compensation Events.

44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

<sup>6</sup> In lump-sum contracts, add "or Activity Schedule" after "Program."

<sup>7</sup> In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

**45. Payments**

- 45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**46. Compensation Events**

- 46.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.



- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The advance payment is delayed.
  - (j) The effects on the Contractor of any of the Employer's Risks.
  - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 46.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 46.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract

Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

- 46.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### **47. Tax**

- 47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

#### **48. Currencies**

- 48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

#### **49. Price Adjustment**

- 49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients<sup>8</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

$Imc$  is the index prevailing at the end of the month being invoiced and  $Ioc$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

<sup>8</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## **50. Retention**

50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

## **51. Liquidated Damages**

51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

## **52. Bonus**

52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

## **53. Advance Payment**

53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The

Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **54. Securities**

54.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

#### **55. Dayworks**

55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### **56. Cost of Repairs**

56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the

Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. Finishing the Contract**

- 57. Completion**      57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over**      58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.
- 59. Final Account**      59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 60. Operating and Maintenance Manuals**      60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 61. Termination**      61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the

stoppage has not been authorized by the Project Manager;

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

61.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

## **62. Payment upon Termination**

62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials

ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

- 62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

**63. Property**

- 63.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**64. Release from Performance**

- 64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**65. Suspension of Bank Loan or Credit**

- 65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

## **APPENDIX A**

### **TO GENERAL CONDITIONS**

#### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

##### **1. Purpose**

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

##### **2. Requirements**

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or



- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## APPENDIX B

### Environmental and Social (ES)

#### Metrics for Progress Reports

*[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]*

*Metrics for regular reporting:*

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
  - i. *work permits: number required, number received, actions taken for those not received;*
  - ii. *status of permits and consents:*
    - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
    - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
    - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
    - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*

- e. *health and safety supervision:*
  - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
  - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
  - i. number of expats housed in accommodations, number of locals;
  - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
  - i. number of new workers, number receiving induction training, dates of induction training;
  - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
  - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
  - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including

- violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
  - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

- iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## APPENDIX C

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]*

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or ( e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (d) above</b>)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 40px;">Name of Project: _____</p> <p style="margin-left: 40px;">Contract description: _____</p> <p style="margin-left: 40px;">Brief summary of evidence provided: _____</p>

<p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (e) above</b>) ) <i>[attach details as appropriate]</i>.</p> <p>_____</p> <p>_____</p> <p>_____</p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

## Section IX - Particular Conditions of Contract

A. General																	
GCC 1.1 (d)	The financing institution is: <b>The International Bank for Reconstruction and Development (The World Bank)</b>																
GCC 1.1 (p)	Defects Liability Period is: <b>One Year</b>																
GCC 1.1 (r)	The Employer is <b>The Council for Development and Reconstruction (CDR)</b> <b>Tallet Al-Serail, Beirut</b> <b>Lebanon</b>																
GCC 1.1 (t)	“ <b>In writing</b> ” or “ <b>written</b> ” means hand-written, type-written, or printed, and resulting in a permanent record.																
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be the following date: <b>180 days after the Commencement date.</b>																
GCC 1.1 (y)	The Project Manager is <b>to be nominated in due course.</b>																
GCC 1.1 (aa)	The Site is located as per the below Table and as defined in drawings <table><tr><th>Request for Bid (RFB) Designation</th><th>Lot</th><th>Caza's</th></tr><tr><td rowspan="2">RM015</td><td rowspan="2">15</td><td>Kesrouane</td></tr><tr><td>Metn</td></tr><tr><td rowspan="2">RM016</td><td rowspan="2">16</td><td>Hermel</td></tr><tr><td>Baalbeck</td></tr><tr><td rowspan="2">RM017</td><td rowspan="2">17</td><td>Aley</td></tr><tr><td>Chouf</td></tr></table>		Request for Bid (RFB) Designation	Lot	Caza's	RM015	15	Kesrouane	Metn	RM016	16	Hermel	Baalbeck	RM017	17	Aley	Chouf
Request for Bid (RFB) Designation	Lot	Caza's															
RM015	15	Kesrouane															
		Metn															
RM016	16	Hermel															
		Baalbeck															
RM017	17	Aley															
		Chouf															
GCC 1.1 (dd)	The Start Date shall be the date at which the following precedent conditions have all been fulfilled and the PM’s notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:  (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;																



	<p>(b) effective access to and possession of the Site given to the Contractor as required for the commencement of the Works</p> <p>(c) receipt by the Contractor of the Advance Payment provided that the corresponding bank guarantee has been delivered by the Contractor.</p> <p>(d) Contractor submittal of Performance Guarantee.</p>
<b>GCC 1.1 (hh)</b>	<p>The maintenance Works consist mainly of the following:</p> <p><b>1) <u>Incidental repair works that includes mainly:</u></b></p> <ul style="list-style-type: none"> <li>• Clearing of roadway limits that includes remove within the limits of road limits all vegetation, surface debris and scattered stones and rocks etc....</li> <li>• Repair of damaged manhole covers completed as specified and to the Engineer's satisfaction.</li> <li>• Cleaning of waterways, hydraulic structures, drainage pipes, and box culverts,</li> <li>• Remove of damaged Galvanized Steel Guardrail and replace by new one.</li> <li>• Concrete Repair Works: including repair of existing concrete channels, box culverts, safety barriers and retaining walls</li> </ul> <p><b>2) <u>Pavement Repair Works:</u></b></p> <p>Periodic Pavement repairs should be performed as needed to preserve the structural integrity of the road. Roadway repair works can be grouped into the following categories.</p> <p>Preventative measures are minor repairs which include joint and crack sealing, temporary and permanent patching, other miscellaneous paving, drainage improvements.</p> <ul style="list-style-type: none"> <li>• Shallow patching works for limited area, includes removing the existing pavement (milling), generally between 4 to 5 cm, paving the area that was milled. Ideally no additional work is required (such as adjusting of manholes), since the existing grade is usually the same.</li> <li>• Pavement overlay for limited area, consists of paving over the existing roadway to cover cracks, fill potholes and increase the strength of the roadway. Various items should be reviewed prior to placing an overlay on a road.</li> <li>• Milling &amp; overlay for trench utilities where pavement settlement occurred and the structural integrity of the pavement is still in good condition.</li> </ul>

	<ul style="list-style-type: none"> <li>• Deep patching works, for limited section, may be needed when the structural integrity of the road is compromised. Prior to reconstructing the roadway, an engineer should determine the extent of work required and the type of repairs needed.</li> <li>• Removal and reinstatement of damaged trench</li> </ul> <p><b>3) <u>Maintenance and Upgrade of Traffic Safety &amp; Control Devices:</u></b></p> <ul style="list-style-type: none"> <li>• The proposed works related to traffic safety includes mainly the construction of new concrete safety barrier along the critical locations.</li> <li>• Roads Marking applications including road cat-eyes,</li> <li>• Roads delineator installations</li> <li>• Installation of Warning signs and speed calming measures</li> </ul>
<b>GCC 2.2</b>	Sectional Completions are: <b>N/A</b>
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <b>Environmental and Social Management Plan (ESMP)</b>
<b>GCC 3.1</b>	<p>The language of the contract is the <i>English Language</i></p> <p>The law that applies to the Contract is the law <b>of the Republic of Lebanon.</b></p>
<b>GCC 4.1</b>	<p>The PM shall obtain the specific approval of the Employer before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) Issuing any instruction resulting in substantial changes of the works, or an increase of the Accepted Contract amount and/or extension of time for completion.</li> <li>(b) Proceeding to determinations;</li> <li>(c) Issuing Interim Payment Certificate.</li> <li>(d) Issuing Taking-over Certificates in respect of the Works under Clause 58;</li> </ul>
<b>GCC 3.3</b>	As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, the Contractor agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.
<b>GCC 5.1</b>	The Project manager <b>may not</b> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <b>N/A</b>
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles (In Fresh Dollars) shall be:</p> <ul style="list-style-type: none"> <li>(a) for loss or damage to the Works, Plant and Materials: [ <b>50,000 USD (Fifty Thousand USD) / occurrence</b> ].</li> </ul>

	<p>(b) For loss or damage to Equipment: / <b>10,000 USD (Ten Thousand USD) / occurrence</b>/</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract /<b>50,000 USD (Fifty Thousand USD) / occurrence</b>/.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: /<b>10,000 USD (Ten Thousand USD) / occurrence</b>/.</p> <p>(ii) of other people: /<b>10,000 USD (Ten Thousand USD) / occurrence</b>/.</p>
<b>GCC 14.1</b>	<p>Site Data are: The following is added at the end of the Sub-Clause:</p> <p>“The Contractor shall comply with the requirements and regulations of the <b><u>“Environmental and Social Management Plan”</u></b> of the Bidding Documents, and shall allow and include in the Contract Rates and/or Contract Price all related costs thereto. In case of noncompliance by the Contractor, the Employer and/or the Project Manager will take specific measures and actions, and will deduct from payments due to the Contractor the amount specified in Sub-Clause 3.2 “Deductions from Payments” of Appendix 1 “CDR Safety, Health and Environmental Regulations”</p>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>Not later than Start Date</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b><i>Council for Development and Reconstruction.</i></b>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b><i>to be determined in due course.</i></b>
<b>GCC 24.4</b>	<p>Any dispute in respect of which amicable settlement has not been reached within 60 days, shall be finally settled according to the appropriate procedure stated herein:</p> <p>(a) where the Contractor is a national of Lebanon or a company established in accordance with the laws of Lebanon, the dispute shall be finally settled by arbitration, under the Rules of Arbitration of the Lebanese Arbitration Center of the Chamber of Commerce, Industry and Agriculture of Beirut and Mount Lebanon (CCIA-BML). Arbitration shall be heard by (1) one arbitrator appointed in accordance with the said Rules of Arbitration.</p> <p>The place of arbitration shall be Beirut, Lebanon.</p> <p>The language of Arbitration shall be the English language.</p> <p>The Applicable law shall be the Lebanese Law.</p> <p>The Award of Arbitration shall be final and binding.</p>

	<p>(b) Where the Contractor is not a national of Lebanon or a non-Lebanese company, the dispute shall be finally settled under the UNCITRAL rules.</p> <p>Arbitration shall be heard by an Arbitral Tribunal of three (3) arbitrators. Each Party to the Contract shall appoint one arbitrator within thirty (30) days from the Notice of Arbitration by one Party to the other. The two appointed arbitrators shall then jointly appoint a third arbitrator as Chairman of the Arbitral Tribunal. If the arbitrators appointed by the Parties do not succeed in appointing a third arbitrator within 60 days after the latter of the two arbitrators of the two has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce.</p> <p>The place of arbitration shall be Cairo Arbitration Center, Egypt.</p> <p>The language of Arbitration shall be the English language.</p> <p>The Applicable law shall be the Lebanese Law.</p> <p>The Award of Arbitration shall be final and binding.</p> <p>According to the law No. 440 dated 29/7/2002, the validity of this clause (items (a) and (b)) is subject to the issuing of a decree by the Council of Ministers authorizing the Employer to go to arbitration for the settlement of disputes. CDR will communicate in writing with the Council of Ministers for issuing the mentioned decree, regarding this matter. In the absence of such decree the disputes between the parties shall be deferred to the competent Lebanese Courts.”.</p>
<b>B. Time Control</b>	
<b>GCC 30.1</b>	The Contractor shall submit for approval a Program for the Works within <b>28</b> days from the date of the Letter of Acceptance.
<b>GCC 30.3</b>	<p>The period between Program updates is <b>56</b> days.</p> <p>The amount to be withheld for late submission of an updated Program is <b>5% from the gross value of the subsequent interim payment certificate until the Contractor complies with the requirement in question.</b></p> <p>The period for submission of progress reports is <b>[30] days</b>.</p>
<b>C. Quality Control</b>	
<b>GCC 38.1</b>	The Defects Liability Period is: <b>365 days</b> .

<b>D. Cost Control</b>	
<b>GCC 42.7</b>	N/A
<b>ADD 42.8</b>	As stipulated in Article 29 (The contract value and the conditions of its modification) of the Public Procurement Law 244 dated July 19, 2021, any information upon modification of the contract value shall be published on CDR website, and on the central electronic platform of the Public Procurement Authority.
<b>GCC 45.1</b>	The financing charges shall be calculated as follows: simple annual interest rate <b>“Secured Overnight Financing Rate (SOFR) +2%”</b> .
<b>GCC 48.1</b>	The currency of the Employer’s Country is: <b>Lebanese Pound LBP</b> .
<b>GCC 49.1</b>	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.
<b>GCC 50.1</b>	The proportion of payments retained is: <b>5 percent</b> .
<b>GCC 51.1</b>	The liquidated damages for the whole of the Works are <b>0.1 % of the Contract Price</b> per day. The maximum amount of liquidated damages for the whole of the Works is <b>5%</b> of the final Contract Price.
<b>GCC 52.1</b>	The Bonus for the whole of the Works is <b>0% of final Contract Price</b> per day. The maximum amount of Bonus for the whole of the Works is <b>0%</b> of the final Contract Price.
<b>GCC 53.1</b>	The Advance Payments shall be: <b>10% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</b> and shall be paid to the Contractor no later than <b>start date</b> .
<b>GCC 54.1</b>	The performance security will be in the form of a “performance bank Guarantee” in the amount(s) of five percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. This guarantee shall be submitted within a period of 10 days after contract notification date which is the signature date of the form of agreement by both parties.
<b>E. Finishing the Contract</b>	
<b>GCC 60.1</b>	The date by which operating and maintenance manuals are required is not later than the date of issuing the request for taking over of works but not later than 28 days after completion of works.

	<p>The date by which “as built” drawings are required is not later than the date of issuing the request for taking over of works but not later than 28 days after completion of works.</p> <p>The Contractor will submit two copies: prints all in bound sets and in Digital Form (CD) from which clear prints can be made.</p>
<b>GCC 60.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is <b><i>[5% of the contract price]</i></b> .
<b>GCC 61.2 (g)</b>	The maximum number of days is: <b><i>50 days</i></b> .
<b>GCC 62.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b><i>10 percent of Contract Price</i></b> .

**Section X - Contract Forms**

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## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>



**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**3. Reason/s why your Bid was unsuccessful**

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Employer]

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Employer]

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFB No.:** *[insert number of RFB process]*

**Request for Bid No.:** *[insert identification]*

**To:** *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

**Name of the Bidder:** \*[insert complete name of the Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *[date]* .....

To: ..... *[ name and address of the Contractor]* .....

Subject: ..... *[Notification of Award Contract No].* .....

This is to notify you that your Bid dated .... *[insert date]* .... for execution of the .....  
 .... *[insert name of the contract and identification number, as given in the PCC]* ..... for the  
 Accepted Contract Amount of ..... *[insert amount in numbers and words and name of  
 currency]*, as corrected and modified in accordance with the Instructions to Bidders is  
 hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and  
 Social (ES) Performance Security ***[Delete ES Performance Security if it is not required  
 under the contract]*** within 28 days in accordance with the Conditions of Contract, using  
 for that purpose the of the Performance Security Form and the ES Performance Security  
 Form, ***[Delete reference to the ES Performance Security Form if it is not required under  
 the contract]*** and (ii) the additional information on beneficial ownership in accordance  
 with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership  
 Disclosure Form, included in Section X - Contract Forms, of the bidding document.  
***[Choose one of the following statements:]***

We accept that \_\_\_\_\_ *[insert the name of Adjudicator proposed by the  
 Bidder]* be appointed as the Adjudicator.

***[or]***

We do not accept that \_\_\_\_\_ *[insert the name of the Adjudicator proposed  
 by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of  
 Acceptance to \_\_\_\_\_ *[insert name of the  
 Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority  
 to appoint the Adjudicator in accordance with ITB 48.1 and GCC Sub-Clause 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between . . . . .  
[*name of the Employer*]. . . . . (hereinafter “the Employer”), of the one part, and . . . . .  
[*name of the Contractor*]. . . . .(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . [*name of the Contract*]. . . .  
.should be executed by the Contractor, and has accepted a Bid by the Contractor for the  
execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the addenda Nos \_\_\_\_\_(if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including appendix;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities;<sup>1</sup> and

(i) any other document listed in the PCC as forming part of the Contract, but not limited to;

i. the ES Management Strategies and Implementation Plans; and

ii. Code of Conduct for Contractor’s Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

---

<sup>1</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . *[name of the borrowing country]*. . . . on the day, month and year specified above.

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date



## Performance Security

### Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of \_ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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*[six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Performance Security

### Option 2: Performance Bond (Not Applicable)

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

# Environmental and Social (ES) Performance Security

## ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ES PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>2</sup> *Insert the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



Conditions of Contract

Appendix 1

# **Safety, Health and Environmental Regulations**

**Council for Development and Reconstruction  
Beirut, Lebanon**

Rev 3.1 Nov. 07

# **Appendix 1**

## **Safety, Health and Environmental Regulations**

### **Table of Contents**

Preamble

PART I - General Safety, Health and Environmental Regulations

PART II - Supplementary Safety, Health and Environment Regulations

## **Preamble**

The Safety, Health and Environmental Regulations are in two parts:

PART I - General Safety, Health and Environmental Regulations;

PART II - Supplementary Safety, Health and Environmental Regulations.

PART II shall have priority over PART I.

## **Part I**

### **General Safety, Health and Environmental Regulations**

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## **Part I**

### **General Safety, Health and Environmental Regulations**

#### **1 Introduction**

- 1.1 The prevention of injury and/or illness to site personnel and the public, damage to the Works and to public and private property, protection of the environment, and compliance with applicable laws, are primary objectives of CDR (the Employer). Because of the importance CDR places on meeting these objectives, selected minimum requirements are outlined in these Safety, Health and Environmental Regulations with which Contractors shall comply while working on CDR contracts. Given that these Regulations cannot cover every eventuality, the Contractor shall be expected to exercise good judgment in all such matters, even though not mentioned in these Regulations, and shall take any and all additional measures, as required or necessary, to meet his responsibility for safety, health and environmental matters during the period of the Contract.

CDR and its representatives shall not be held liable for any actions taken by the Contractor that are attributed to following the minimum requirements stated hereinafter.

- 1.2 The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
- (a) have full regard for the safety of all persons on the Site and keep the Site and the Works in an orderly state appropriate to the avoidance of danger to any person;
  - (b) know and understand all laws governing his activities along with any site requirements and work site hazards. Such information shall be communicated by the Contractor to his personnel and subcontractors;
  - (c) take all necessary measures to protect his personnel, the Employer's personnel, other persons, the general public and the environment;
  - (d) avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of carrying out the Works.
  - (e) ascertain and comply with any regulations concerning noise, pollution and other nuisance in addition to the obligations imposed by the Conditions of Contract and by law.
  - (f) take necessary precautions to prevent nuisance from smoke, dust, rubbish, water, polluted effluent and other causes.

## **2 Compliance with Regulations**

- 2.1 The Contractor shall comply with the requirements of these Safety, Health and Environmental Regulations and all other applicable regulations or requirements under Lebanese laws, laid down by relevant authorities or issued by the Employer or the Engineer concerning safety, health and the environment, in force or introduced or issued from time to time during the period of the Contract.

In so far as these Regulations are applicable, they shall apply to sites and personnel outside the Site associated with the performance of the Contract.

- 2.2 The Regulations equally apply to subcontractors and all other parties engaged by the Contractor and their personnel. The Contractor shall ensure all such parties are fully aware of and comply with the Regulations.
- 2.3 The Contractor shall comply with all notifications and written or verbal instruction regarding safety issued pursuant to these Regulations by the Employer, Engineer or relevant authorities within the time specified in the notification or instruction.

Whenever the Contractor is required to obtain the approval, agreement, permission, etc of the Engineer, such approval, agreement, permission, etc shall not relieve the Contractor of his responsibilities and obligations under these Regulations or the Contract.

- 2.4 The Contractor shall adopt a positive approach, awareness and responsibility towards safety, health and the environment, and take appropriate action, by:
- (a) ensuring the Regulations are enforced and followed by the Contractor's personnel. Any failure by the Contractor's personnel to follow the Regulations, shall be regarded as a failure by the Contractor.
  - (b) paying attention to possible injury to unauthorized persons entering the site, particularly children.

- 2.5 Whenever in these Regulations the Contractor is required to provide test certificates for equipment and personnel or to comply the relevant authorities' requirements and no independent test facilities are available or no relevant authorities exist in Lebanon, the Contractor shall provide:

- a) in lieu of independent test certificates:
  - for equipment - details of the tests and the date of the tests that have been carried out by the Contractor and a written statement that the Contractor has satisfied himself that the item of equipment is fit and safe for use;
  -

- for personnel - details of the training and experience and a written statement that the Contractor has satisfied himself that the person has the required level of competency;
- b) in lieu of relevant authorities' requirements - details of the Contractor's own rules, regulations, requirements and procedures regarding safety, health and the environment.

If the Engineer is dissatisfied with the details provided by the Contractor, the Contractor shall provide further details or carry out further tests or provide further written statements as may be reasonably required by the Engineer.

When the Engineer has satisfied himself regarding the Contractor's own rules, regulations, requirements and procedures provided in accordance with (b) above, such rules, etc shall be deemed to form part of these Regulations and to which Clause 3 shall equally apply.

### **3 Failure to Comply with Regulations**

#### **3.1 General**

##### **3.1.1 Should the Contractor fail to comply with any of the Regulations or requirements:**

- (a) the Engineer may suspend the Works or part of the Works until the Contractor has taken necessary steps, to the satisfaction of the Engineer, to comply with the regulations or requirements.
- (b) the Employer may, following written notice to the Contractor, carry out themselves or arrange for another contractor to carry out such measures as they consider appropriate on behalf of the Contractor. Any such actions by the Employer shall not affect or diminish the Contractor's obligations or responsibilities under the Contract.
- (c) the Engineer may, following written notice to the Contractor, deduct from payments to the Contractor the amounts stipulated in Sub-Clause 3.2. Such notice shall specify:
  - (i) the nature of the failure or failures;
  - (ii) the period after the date of the notice within which the Contractor shall remedy each failure; and
  - (iii) the amount to be deducted.

Such suspension of payment will remain in force until such time as the Contractor has rectified the breach or breaches to the satisfaction of the Engineer. No interest shall be paid on the suspended payments.



- 3.1.2 Failure to comply with the Regulations or requirements shall be considered a breach of contract by the Contractor and may result in termination of the Contract by the Employer.
- 3.1.3 In the event of the Employer or Engineer taking action based on Sub-Clause 3.1.1(a) or (b) or 3.1.2, the Contractor shall not be entitled to any additional costs or extension to the Contract Completion Date.
- 3.1.4 All costs incurred by the Employer pursuant to Sub-Clause 3.1.1(b) and the deductions from payments imposed on the Contractor by the Engineer under Sub-Clause 3.1.1(c) shall be deducted from amounts otherwise due to the Contractor.

### **3.2 Deductions from Payments**

- 3.2.1 Failures by the Contractor to comply with the Regulations or requirements are classified as follows:

D1 - breaches of Sub-Clause 5.6 (personal protective equipment);  
D2 - breaches of Clause 7 (work in Public Areas);  
D3 - breaches other than D1 and D2.

- 3.2.2 The basic deduction from payment for each classification in Sub-Clause 3.2.1, is as follows:

for D1 – USD 100/person/day;  
for D2 – USD 500/location/day;  
for D3 – USD 100/occurrence/day.  
Limit of cumulative total deductions shall not exceed 1% of Contract price.

- 3.2.3 Deductions from payments will be applied as follows:

- (a) for the first breach of each regulation or requirement - the basic deduction.  
If the same or similar breaches occur in different situations or locations at the same time, the Engineer may apply deductions for each situation or location; this will not apply to breaches related to personal protective equipment.
- (b) for a second or subsequent breach of the same Regulation or requirement or failure to rectify a previous failure within the time specified by the Engineer - twice the basic deduction.

## **4 General Requirements**

### **4.1 Preamble**

- 4.1.1 All references to safety shall be deemed to include health and the environment.

## **4.2 Safety Officer**

- 4.2.1 The Contractor shall appoint a competent Safety Officer who shall be responsible for safety, health and the environment. The Safety Officer shall be given sufficient time by the Contractor to carry out his duties; minimum requirements shall be as follows:

Workforce on Site of over 250-	full time Safety Officer;
Workforce on Site of 100-250 -	50% of Safety Officer's time;
Workforce on Site below 100 -	as required for the Works but a minimum of 5 hours per week of Safety Officer's time where more than 20 workers.

- 4.2.2 The Contractor shall provide the Safety Officer with appropriate identification, including a white hard hat with red cross symbol and an identification badge. The appointment of the Safety Officer shall be in writing and copied to the Engineer. The appointment shall include specific instructions to enforce these Regulations and delegated authority to take any action, measure or to issue instructions regarding their enforcement. All persons on Site shall be made aware of the name and authority of the Safety Officer and instructed to comply with any instruction or direction on safety matters, verbal or in writing, issued by the Safety Officer.
- 4.2.3 The Safety Officer shall be provided with a mobile phone or other similar means of communication. The Safety Officer shall be accessible and available at all times including outside normal working hours.

## **4.3 Safety Training**

- 4.3.1 The Contractor shall provide safety induction training for all site personnel upon starting on site.
- 4.3.2 The Contractor shall provide safety refresher/reinforcement training at regular intervals for his staff.

## **4.4 Safety Meetings**

- 4.4.1 The Contractor shall hold regular safety meetings to provide safety instructions and receive feedback from site personnel on safety, health and environmental matters. A weekly Safety Meeting shall be chaired by the Safety Officer and minutes shall be taken of the meeting. The meeting/minutes shall cover all relevant issues including actions to be taken. A copy of the minutes shall be given to the Engineer. The Safety Officer should attend the Contractor's weekly site meetings and "Safety" should be an item on the agenda.

**4.5 Safety Inspections**

- 4.5.1 The Safety Officer shall make regular safety inspections of the work site. The Safety Officer shall prepare a report of each inspection. This report shall include details of all breaches of these Regulations and any other matters or situations relating to safety found during the inspection, instructions issued by the Safety Officer and actions taken by the Contractor. A copy of the Safety Officer's inspection reports shall be given to the Engineer.

**4.6 Control of Substances Hazardous to Health**

- 4.6.1 Hazardous materials shall be stored in approved safety containers and handled in a manner specified by the manufactures and/or prescribed by relevant Authorities (see Sub-Clause 2.5).
- 4.6.2 Only properly trained and equipped personnel shall handle hazardous materials.

**4.7 Potential Hazards**

- 4.7.1 The Contractor shall inform employees of potential hazards, take appropriate steps to reduce hazards and be prepared for emergency situations.
- 4.7.2 The Contractor shall make an assessment of every operation involving hazardous substances. The assessment shall be recorded on a Hazardous and Flammable Substances Assessment Method Statement which shall be submitted to the Engineer prior to the delivery and use of the substance on Site.

**4.8 Accident Reporting**

- 4.8.1 The Contractor shall report all accidents and dangerous occurrences to the Engineer. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer. A reportable accident or dangerous occurrence shall include any accident to any person on Site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted, in injury, damage or a danger to the Works, persons, property or the environment.
- 4.8.2 In the event of an accident or dangerous occurrence, the Contractor shall be responsible for completing all statutory notifications and reports. Copies of all statutory notifications and reports shall be passed to the Engineer.

4.8.3 All accidents and dangerous occurrences shall be recorded in a Site Accident Book. The Site Accident Book shall be available at all times for inspection by the Engineer.

4.8.4 The Contractor shall immediately rectify any situation or condition that could result in injury, damage or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment.

#### **4.9 Notices, Signs, Etc**

4.9.1 All safety, health, environmental and other notices and signs shall be clearly displayed and written in both Arabic and either English or French. All requirements, instructions, procedures, etc issued by the Contractor concerning these Regulations shall be printed in both Arabic and English and displayed and readily available to Contractor's personnel.

#### **4.10 First Aid and Medical Attention**

4.10.1 The Contractor shall have comprehensive First Aid Kit(s) on Site at all times. First Aid Kits shall be conveniently located and clearly identifiable.

4.10.2 The Contractor shall have one employee on site trained in first aid for every 25 employees. Such persons shall be provided with appropriate identification, including a red hard hat with a white "red cross" symbol and an identification badge.

4.10.3 The Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and nearest hospital shall be prominently displayed in the Contractor's site office.

#### **4.11 Employee Qualifications and Conduct**

4.11.1 The Contractor shall employ only persons who are fit, qualified and skilled in the work to be performed. All persons shall be above the minimum working age.

4.11.2 Contractor's personnel shall use the toilet facilities provided by the Contractor.

4.11.3 The Contractor shall ensure:

- (a) that no firearms, weapons, controlled or illegal substances or alcoholic beverages are brought onto the Site and that no personnel under the influence of alcohol or drugs are permitted on Site.

- (b) that all personnel obey warning signs, product or process labels and posted instructions.
- (c) that drivers or operators of vehicles, machinery, plant and equipment follow the rules for safe operations. Drivers shall wear seat belts and obey all signs and posted speed limits.

## **4.12 Security**

- 4.12.1 The Contractor shall take all measures necessary, including watching and lighting at night, to prevent unauthorized entry to the Site and to safeguard the Site, the Works, materials, Plant, Contractor's Equipment and Temporary Works against damage from trespass and theft.

## **5 Safety Requirements**

### **5.1 Personal Protective Equipment**

- 5.1.1 The Contractor shall provide personal protective equipment, including hard hats, safety glasses, respirators, gloves, safety shoes, and such other equipment as required, and shall take all measures or actions for the protection and safety of Contractor's personnel.
- 5.1.2 Non-metallic hard hats shall be worn at all times by all personnel at the worksite with the exception of those areas where the Engineer has indicated it is not necessary to do so.
- 5.1.3 Safety glasses shall meet international standards and be available for use and worn in specified worksite areas. As a minimum, safety glasses shall be worn for the following types of work: hammering, chipping, welding, grinding, use of electrically powered or pneumatic equipment, insulation handling, spray painting, working with solvents, and other jobs where the potential of an eye injury exists. Face shields and/or monogoggles shall be worn where possible exposure to hazardous chemicals, cryogenic fluids, acids, caustics, or dust exists and where safety glasses may not provide adequate protection.
- 5.1.4 When handling acids, caustics, and chemicals with corrosive or toxic properties, suitable protection, such as acid suits or chemical resistant aprons and gloves, shall be worn to prevent accidental contact with the substance.
- 5.1.5 Personnel shall not be permitted to work whilst wearing personal clothing or footwear likely to be hazardous to themselves or others.
- 5.1.6 The wearing of safety shoes with steel reinforced toes is recommended for all Contractor's personnel on site. In all cases, Contractor's personnel shall wear substantial work shoes that are commensurate with the hazards of the work and the worksite area.

- 5.1.7 Hearing protection, including muffs, plugs or a combination thereof, shall be provided for all personnel operating in areas where the noise level exceeds 90 decibels. Such protection shall also be provided for operators working with equipment exceeding such a level. This may include equipment such as excavators, shovels, jackhammers, saws, drills, grinders, and the like are being used.
- 5.1.8 The Contractor shall encourage employees to wear substantial work gloves whenever practical and safe to do so.

## **5.2 Fire Protection and Prevention**

- 5.2.1 The Contractor shall take all necessary measures to prevent personal injury or death or damage to the Works or other property, including but not limited to
- (a) provision of firefighting facilities in all vulnerable areas and as instructed by the Engineer
  - (b) marking escape routes and illuminating them if necessary
  - (c) instructing workmen in fire precautions and use of firefighting equipment
  - (d) displaying notices on fire safety and procedures in the event of a fire on Site.
- 5.2.2 The Contractor shall comply with fire protection instructions given by the Authorities having jurisdiction in regard to fire protection regulations.
- 5.2.3 The Contractor shall, upon moving on site, provide to the Engineer and the Authorities a fire prevention and evacuation plan. This shall include drawing(s) showing the fire assembly points. The fire prevention and evacuation plan and drawing(s) shall be updated from time to time as the Works progress. The Contractor shall ensure all personnel are fully informed on escape routes and assembly points and any changes thereto.
- 5.2.4 Fuel storage will not be permitted in construction work areas. Contractors may establish fuel storage tanks in special areas set aside for the purpose and approved by the Engineer. Storage tanks shall be adequately bounded to control spillage. Fire extinguishers shall be provided and installed in a suitable nearby location.
- 5.2.5 Highly combustible or volatile materials shall be stored separately from other materials and as prescribed by relevant authorities and under no circumstances within buildings or structures forming part of the permanent Works. All such materials shall be protected and not exposed to open flame or other situations which could result in a fire risk.
- 5.2.6 No combustible site accommodation shall be located inside or within 10 meters of a building or structure forming part of the permanent works, where units have to be used in these circumstances, they shall be constructed of non-combustible

materials and have a half-hour fire rating inside to outside and outside to inside. Non-combustible furniture shall be used where practical.

- 5.2.7 All temporary accommodation and stores shall be provided with smoke detectors and fire alarms.
- 5.2.8 Smoking shall be banned in high-risk areas.
- 5.2.9 Expanded polystyrene with or without flame retarding additive, polythene, cardboard and hardboard shall not be used as protection materials.
- 5.2.10 Plywood and chipboard shall only be used as protection on floors. Vertical protection shall be non-combustible. Debris netting and weather protection sheeting shall be fire retardant.
- 5.2.11 When using cutting or welding torches or other equipment with an open flame, the Contractor shall provide a fire extinguisher close by at all times. All flammable material shall be cleared from areas of hot works, or work locations prior to welding or oxy/gas burning operations. All hot works shall cease half an hour before the end of a work shift to allow for thorough checking for fires or smoldering materials. Where appropriate, areas of hot works are to be doused in water before the shift ends.
- 5.2.12 An adequate number of fire extinguishers of types suited to the fire risk and the materials exposed shall be provided. These shall be placed in accessible, well-marked locations throughout the job site. Contractor's personnel shall be trained in their use. Extinguishers shall be checked monthly for service condition and replaced or recharged, as appropriate after use.
- 5.2.13 Only approved containers shall be used for the storage, transport and dispensing of flammable substances. Portable containers used for transporting or transferring gasoline or other flammable liquids shall be approved safety cans.
- 5.2.14 Fuel burning engines shall be shut off while being refueled
- 5.2.15 Adequate ventilation to prevent an accumulation of flammable vapors shall be provided where solvents or volatile cleaning agents are used.
- 5.2.16 Flammables shall not be stored under overhead pipelines, cable trays, electrical wires, or stairways used for emergency egress.
- 5.2.17 Paints shall be stored and mixed in a room assigned for the purpose. This room shall be kept under lock and key.
- 5.2.18 Oily waste, rags and any other such combustible materials shall be stored in proper metal containers with self-closing lids and removed every night to a safe area or off site. Every precaution shall be taken to prevent spontaneous combustion.

**5.3 Electrical Safety**

- 5.3.1 All temporary electrical installations, tools and equipment shall comply with current regulations dealing with on-site electrical installations.
- 5.3.2 The Contractor shall establish a permit-to-work system for work on or in proximity to energized circuits of any voltage. Contractor's personnel shall not commence work on such circuits unless a permit to work has been issued and adequate safety measures have been taken and the work operation has been reviewed and approved by the Engineer.
- 5.3.3 Only authorized personnel shall be allowed to work or repair electrical installations and equipment.
- 5.3.4 Portable tools and equipment shall be 220 volt, unless otherwise agreed by the Engineer.
- 5.3.5 When portable or semi-mobile equipment operates at voltages in excess of 110 volts, the supply shall be protected by a Residual Current Device (RCD) regardless of any such device fitted to the equipment. The RCD must have a tripping characteristic of 30 milliamps at 30 milliseconds maximum.
- 5.3.6 All static electrically powered equipment, including motors, transformers, generators, welders, and other machinery, shall be properly earthed, insulated, and/or protected by a ground fault interruption device. In addition, the skin of metal buildings and trailers with electric service shall be earthed. Metal steps, when used, shall be securely fixed to the trailer.
- 5.3.7 Lamp holders on festoon lighting shall be molded to flexible cable and be of the screw in type. Clip on guards shall be fitted to each lamp unit.
- 5.3.8 All tungsten-halogen lamps shall be fitted with a glass guard to the element. These lamps must be permanently fixed at high level.
- 5.3.9 Electrical equipment shall be periodically inspected and repaired as necessary by competent persons.
- 5.3.10 Any work on electrical equipment and systems shall be made safe through locking, tagging, and/or isolation of the equipment before work commences. Prior to the start of the work, the equipment or systems shall be tested to insure that they have been properly de-energized and isolated.
- 5.3.11 Electrical repair work on energized systems shall be avoided whenever possible.
- 5.3.12 Electrical troubleshooting shall be conducted only after getting written approval of the Engineer.



- 5.3.13 Unauthorized personnel shall not enter enclosures or areas containing high voltage equipment such as switchgear, transformers, or substations.

#### **5.4 Oxygen/Acetylene/Fuel Gases/Cartridge Tools**

- 5.4.1 Compressed oxygen shall never be used in the place of compressed air.
- 5.4.2 Flash-back (Spark) arrestors shall be fitted to all gas equipment.
- 5.4.3 Liquid Petroleum Gas (LPG) cylinders shall not be stored or left in areas below ground level overnight. Cylinders must be stored upright.
- 5.4.4 The quantity of oxygen, acetylene and LPG cylinders at the point of work shall be restricted to a maximum of one day's supply. Cylinders shall be kept in upright vertical rack containers or be safely secured to a vertical support.
- 5.4.5 Cartridge tools shall be of the low velocity type. Operators must have received adequate training in the safe use and operation of the tool to be used.

#### **5.5 Scaffolding/Temporary Works**

- 5.5.1 No aluminum tube shall be used, except for proprietary mobile towers, unless otherwise agreed with the Engineer.
- 5.5.2 Drawings and calculations shall be submitted to the Engineer, prior to commencement of work on site, for all Temporary Works, including excavations, falsework, tower cranes, hoists, services and scaffolding. Design shall conform to international standards.
- 5.5.3 The Engineer will not approve Temporary Work designs but the Contractor shall take account of any comments on such designs made by the Engineer.
- 5.5.4 The Contractor shall inspect and approve all Temporary Works after erection and before access, loading or use is allowed. Completed and approved Temporary Works shall be tagged with a scaff-tag or similar safety system and the Safe Structure insert displayed. For scaffolding, one tag shall be displayed every 32 m<sup>2</sup> of face area. A central record system shall be kept on all Temporary Work. Temporary Works shall be inspected weekly and similarly recorded.
- 5.5.5 All mobile scaffold towers shall be erected in accordance with the manufacturer's instructions and a copy of these shall be submitted to the Engineer prior to any use on site. Additionally, all towers shall be erected complete with access ladder, safety rails and kick boards whatever the height.
- 5.5.6 The Contractor shall repair or replace, immediately, any scaffold including accessories, damaged or weakened from any cause.

5.5.7 The Contractor shall ensure that any slippery conditions on scaffolds are eliminated as soon as possible after they occur.

5.5.8 All scaffolds used for storing materials, for brick or block laying, for access to formwork or for any other purpose where materials may accidentally fall, shall be provided with wire mesh guards or guards of a substantial material, in addition to kick boards.

## **5.6 Use of Ladders**

5.6.1 Manufactured ladders shall meet the applicable safety codes for wood or metal ladders. Metal ladders shall not be used where there is any likelihood of contact with electric cables and equipment. All metal ladders shall be clearly marked: "Caution - Do not use around electrical equipment".

5.6.2 Job made ladders shall not be permitted.

5.6.3 Extension or straight ladders shall be equipped with non-skid safety feet, and shall be no more than 12 m in height. The maximum height of a stepladder shall be 2 m. Ladders shall not be used as platforms or scaffold planks.

5.6.4 Ladders rungs and steps shall be kept clean and free of grease and oil.

5.6.5 Extension and straight ladders shall be tied off at the top and/or bottom when in use. Only one person shall be allowed on a ladder at a time.

5.6.6 Defective ladders shall be taken out of service and not used. Ladders shall not be painted and shall be inspected for defects prior to use.

## **5.7 Elevated Work**

5.7.1 The Contractor shall provide all personnel, while working at an elevated position, with adequate protection from falls. Details of such protection shall be submitted to and approved by the Engineer.

5.7.2 The Contractor shall carry out daily inspections of all elevated work platforms. Defects shall be corrected prior to use.

### **5.7.3 Roofing & Sheet Material Laying**

- (a) A Method Statement detailing the procedures to be adopted shall be submitted to and agreed with the Engineer prior to commencement of work on site.
- (b) Mobile elevating work platforms or the equivalent shall be used to install roofing and sheet materials wherever practicable and a suitable base is available.

#### 5.7.4 Erection of Structures

- (a) A Method Statement detailing the procedures to be adopted shall be submitted and agreed with the Engineer prior to commencement of work on site.
- (b) Safety harnesses and lines shall be provided by the Contractor for use by the erection personnel and worn at all times.
- (c) Mobile elevating work platforms or the equivalent shall be used to erect structures wherever practicable and a suitable base is available.

#### 5.7.5 Mobile Elevating Work Platforms

Operators shall be trained in the safe use of such platforms and hold a current Certificate of Competence (see Sub-Clause 2.5).

#### 5.7.6 Hoists

- (a) A copy of the current Test Certificate (see Sub-Clause 2.5) shall be submitted to the Engineer before any hoist (personnel or material) is brought into operation on the site. Where the range of travel is increased or reduced a copy of the revised Test Certificate shall be submitted.
- (b) Each landing gate shall be fitted with a mechanical or electrical interlock to prevent movement of the hoist when any such gate is in the open position.
- (c) Safety harnesses must be worn and used by personnel erecting, altering and dismantling hoists.

#### 5.7.7 Suspended Cradles

- (a) Suspended cradles shall be installed, moved and dismantled by a specialist contractor.
- (b) Suspended cradles shall comply with local regulations.
- (c) All powered suspended cradles shall incorporate independent safety lines to overspeed braking devices and independent suspension lines for personal safety harness attachment.

### 5.8 Use of Temporary Equipment

- 5.8.1 The safe design capacity of any piece of equipment shall not be exceeded, nor shall the equipment be modified in any manner that alters the original factor of safety or capacity.

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- 5.8.2 Mobile equipment shall be fitted with suitable alarm and motion sensing devices, including backup alarm, when required.
- 5.8.3 The Contractor shall ensure that the installation and use of equipment are in accordance with the safety rules and recommendations laid down by the manufacturer, taking into account the other installations already in place or to be installed in the future.
- 5.8.4 The Contractor shall inspect Equipment prior to its use on the Works and periodically thereafter to ensure that it is in safe working order. Special attention shall be given to such items as cables, hoses, guards, booms, blocks, hooks and safety devices. Equipment found to be defective shall not be used and immediately removed from service, and a warning tag attached.
- 5.8.5 Natural and synthetic fiber rope made of material such as manila, nylon, polyester, or polypropylene shall not be used as slings if approved by the Engineer.
- 5.8.6 Only trained, qualified and authorized personnel shall operate equipment. All drivers and operators shall hold a current Certificate of Training Achievement for the equipment being used (see Sub-Clause 2.5).
- 5.8.7 A safety observer shall be assigned to watch movements of heavy mobile equipment where hazards may exist to other personnel from the movement of such equipment, or where equipment could hit overhead lines or structures. The observer shall also ensure that people are kept clear of mobile equipment and suspended loads.
- 5.8.8 When mobile or heavy equipment is traveling onto a public thoroughfare or roadway, a flagman shall insure that traffic has been stopped prior to such equipment proceeding. While the mobile or heavy equipment is traveling on a public roadway, a trailing escort vehicle with a sign warning of a slow-moving vehicle that is dangerous to pass shall be provided.
- 5.8.9 Cranes:
- (a) The Contractor shall give a minimum of 48 hours' notice to the Engineer prior to bringing a mobile crane on site.
  - (b) No cranes shall be erected on the site without the prior approval of the Engineer. The Engineer may direct the Contractor as to locations where cranes may not be located. The Contractor shall take such directions into account when submitting his proposals for crane location points, base footings, pick up points and swing radius. Compliance with any such direction shall not entitle the Contractor to any extension of the Period of Completion or to any increase in the Contract Price.
  - (c) Safety harnesses shall be worn and used at all times by personnel engaged on the erection, alterations and dismantling of tower cranes.
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- (d) The Contractor shall provide a copy of the current Test Certificate (see Sub-Clause 2.5) to the Engineer before any crane (tower or mobile) is brought into operation on the Site.
- (e) All lifting tackle must hold a current Test Certificate (see Sub-Clause 2.5). All lifting tackle must be thoroughly examined every 6 months and an inspection report raised.
- (f) All fibrous/web slings shall be destroyed and replaced 6 months after first use.
- (g) All crane drivers/operators shall hold a Certificate of Training Achievement for the class of crane operated (see Sub-Clause 2.5).
- (h) All banksmen/slingers shall hold a Training Certificate from a recognized training agency (see Sub-Clause 2.5).
- (i) Only certified slingers/banksmen shall sling loads or guide crane/load movement.
- (j) The maximum weekly working hours of a crane driver or banksman shall be restricted to 60 hours.
- (k) Under no circumstances, shall a crane or load come within 4 m of any energized overhead power line or other critical structure.

## **5.9 Locking-out, Isolating, and Tagging of Equipment**

- 5.9.1 Equipment that could present a hazard to personnel if accidentally activated during the performance of installation, repair, alteration, cleaning, or inspection work shall be made inoperable and free of stored energy and/or material prior to the start of work. Such equipment shall include circuit breakers, compressors, conveyors, elevators, machine tools, pipelines, pumps, valves, and similar equipment.
- 5.9.2 Where equipment is subject to unexpected external physical movement such as rotating, turning, dropping, falling, rolling, sliding, etc., mechanical and/or structural constraints shall be applied to prevent such movement.
- 5.9.3 Equipment which has been locked-out, immobilized, or taken out of service for repair or because of a potentially hazardous condition shall be appropriately tagged indicating the reason it has been isolated and/or taken out of service.
- 5.9.4 Where safety locks are used for locking out or isolating equipment, the lock shall be specially identified and easily recognized as a safety lock.

**5.10 Installation of Temporary or Permanent Equipment**

- 5.10.1 During installation and testing the Contractor's specialist engineer shall be in attendance.
- 5.10.2 All control mechanism panel and wiring diagrams shall be available and printed in both Arabic and either English or French.

**5.11 Laser Survey Instruments**

- 5.11.1 Details of the types and use of laser instruments shall be submitted and agreed with the Engineer.

**5.12 Working in Confined Spaces**

- 5.12.1 Confined spaces, including tanks, vessels, containers, pits, bins, vaults, tunnels, shafts, trenches, ventilation ducts, or other enclosures where known or potential hazards may exist, shall not be entered without prior inspection by and authorization from the Site Safety Officer and the issuance of a Hazardous Work Permit.
- 5.12.2 Prior to entering the confined space, the area shall be completely isolated to prevent the entry of any hazardous substances or materials which could cause an oxygen deficient atmosphere. All equipment that could become energized or mobilized shall be physically restrained and tagged. All lines going into the confined space shall be isolated and/or blanked.
- 5.12.3 Personnel working in a confined space where emergency escape or rescue could be difficult, shall wear a safety harness attached to a lifeline.
- 5.12.4 A qualified attendant(s), trained and knowledgeable in job-related emergency procedures, shall be present at all times while persons are working within the confined space. The attendant shall be capable of effecting a rescue, have necessary rescue equipment immediately available, and be equipped with at least the same protective equipment as the person making entry.
- 5.12.5 All equipment to be used in a confined space shall be inspected to determine its acceptability for use. Where a hazard from electricity may exist, equipment utilized shall be of low voltage type.
- 5.12.6 The atmosphere within the confined space shall be tested to determine it is safe to enter. Acceptable limits are:
- oxygen: 19.5% lower, 22% higher;
  - flammable gas: not to exceed 10% of lower explosion limit;
  - toxic contaminants: not to exceed the permissible exposure limit.

Subsequent testing shall be done after each interruption and before re-entering the confined space, as well as at intervals not exceeding 4 hours. Continuous monitoring is preferable and may be necessary in certain situations.

- 5.12.7 Adequate ventilation shall be provided to ensure the atmosphere is maintained within acceptable limits.

### **5.13 Demolition**

- 5.13.1 A detailed Method Statement detailing the demolition procedures/techniques to be used shall be submitted to and approved by the Engineer prior to commencement of work on site.

The Method Statement must include full details of measures to be taken to ensure that there are no persons remaining in the building/structure and to distance members of the public and Contractor's personnel from the building/structure prior to demolition.

### **5.14 Use of Explosives**

- 5.14.1 The Contractor shall not use explosives without the written permission from the Engineer and relevant authorities (see Sub-Clause 2.5).
- 5.14.2 The Contractor shall observe all regulations regarding proper purchasing, transportation, storage, handling and use of explosives.
- 5.14.3 The Contractor shall ensure that explosives and detonators are stored in separate special buildings. These secured buildings shall be constructed, located and clearly marked in Arabic and English:

"DANGER - EXPLOSIVES"

all as approved by the Engineer and relevant authorities (see Sub-Clause 2.5).

- 5.14.4 The Contractor shall ensure that all possible precautions are taken against accidental fire or explosion, and ensure that explosives and detonators are kept in a proper and safe condition.
- 5.14.5 The Contractor shall ensure that explosives and detonators are always transported in separate vehicles and kept apart until the last possible moment and that metallic tools are not used to open boxes of explosives or detonators.
- 5.14.6 Blasting Procedure: the Contractor shall carry out blasting operations in a manner that will not endanger the safety of persons and property. The Contractor shall, along with other necessary precautions:

- (a) clear all persons from buildings and the area affected by the blasting. All such persons shall be given adequate notice of the actual time and date of blasting,
- (b) ensure that police and other local authorities are kept fully informed, in advance, of the blasting programme so that they may be present when blasting takes place if they so require,
- (c) erect warning notices around the area affected that blasting operations are in progress,
- (d) carry out a thorough search of buildings and the area affected prior to blasting,
- (e) ensure that blasting is only carried out by experienced shot firers. Priming, charging, stemming and shot firing shall be carried out with greatest regard for safety and in strict accordance with the rules and regulations of the relevant authorities (see Sub-Clause 2.5).
- (f) ensure that explosive charges are not excessive, charged boreholes are properly protected and proper precautions are taken for the safety of persons and property,

5.14.7 The Contractor shall maintain an up-to-date inventory of all explosives and explosive devices and shall submit a monthly report to the Engineer, detailing the use of all explosives by date and location.

## **5.15 Excavation and Trenching**

5.15.1 An excavation permit signed by the Engineer must be issued before excavation proceeds in any work location. The Contractor shall investigate and identify the location of existing services by study of the drawings, a visual/physical study of the site, sweeping by appropriate detection equipment and where necessary hand excavation of trial holes.

Following this investigation, the Contractor shall submit a written request for an excavation permit to the Engineer.

The Engineer will return the permit signed and dated to indicate:

- services which are to be maintained.
- services which are to be isolated.
- any special precautions to be taken.

A sample Excavation Permit is given in Appendix 1.

5.15.2 The issue of an Excavation Permit by the Engineer shall not relieve the Contractor of his responsibilities under the Contract.



- 5.15.3 The side of all excavations and trenches exceeding 1.3 meters in depth which might expose personnel or facilities to danger resulting from shifting earth shall be protected by adequate temporary supports or sloped to the appropriate angle of repose.
- 5.15.4 All excavations, slopes and temporary supports shall be inspected daily and after each rain, before allowing personnel to enter the excavation.
- 5.15.5 Excavations 1.3 meters or more in depth and occupied by personnel shall be provided with ladders as a means for entrance and egress. Ladders shall extend not less than 1 meter above the top of the excavation.
- 5.15.6 The Contractor shall provide adequate barrier protection to all excavations. Barriers shall be readily visible by day or night.
- 5.15.7 Excavated or other materials shall not be stored at least 0.65 meters from the side of excavations.
- 5.15.8 The Contractor shall:
- (a) ensure that stability and structural integrity of the Works are maintained during construction and shall provide temporary supports where necessary and shall not overload any part of the Works with materials, Plant or Contractor's Equipment.
  - (b) provide and maintain during the execution of the Works all shoring, strutting, needling and other supports as may be necessary to preserve stability of buildings, whether new or existing, on the site or adjoining property that may be endangered or affected by the Works.
  - (c) submit to the Engineer an outline of the methods proposed to be used for the support necessary to preserve stability of buildings or other structures, together with the relevant drawings, details, calculations, specifications and subsoil investigation, as necessary for approval. Such approval shall not pass to the Employer or the Engineer the responsibility for maintaining the stability of the buildings or relieve the Contractor from his responsibility.

## **5.16 Concrete Reinforcement Starter Bars**

- 5.16.1 The Contractor shall ensure concrete reinforcement starter bars are not a danger to personnel. Where permitted by the Engineer, starter bars shall be bent down. Alternatively, the starter bars shall be protected using either hooked starters, plastic caps, plywood covers or other methods agreed with the Engineer.

## **6 Environmental and Health Requirements**

### **6.1 Protection of the Environment**

- 6.1.1 The Contractor shall be knowledgeable of and comply with all environmental laws, rules and regulations for materials, including hazardous substances or wastes under his control. The Contractor shall not dump, release or otherwise discharge or dispose of any such material without the authorization of the Engineer.
- 6.1.2 Any release of a hazardous substance to the environment, whether air, water or ground, must be reported to the Engineer immediately. When releases resulting from Contractor action occur, the Contractor shall take proper precautionary measures to counter any known environmental or health hazards associated with such release. These would include remedial procedures such as spill control and containment and notification of the proper authorities.

### **6.2 Air Pollution**

- 6.2.1 The Contractor, depending on the type and quantity of materials being used, may be required to have an emergency episode plan for any releases to the atmosphere. The Contractor shall also be aware of local ordinances affecting air pollution.
- 6.2.2 The Contractor shall take all necessary measures to limit pollution from dust and any wind blown materials during the Works, including damping down with water on a regular basis during dry climatic conditions.
- 6.2.3 The Contractor shall ensure that all trucks leaving the Site are properly covered to prevent discharge of dust, rocks, sand, etc.

### **6.3 Water Pollution**

- 6.3.1 The Contractor shall not dispose of waste solvents, petroleum products, toxic chemicals or solutions in the city drainage system or watercourse, and shall not dump or bury garbage on the Site. These types of waste shall be taken to an approved disposal facility regularly, and in accordance with requirements of relevant Authorities. The Contractor shall also be responsible to control all run-offs, erosion, etc.

## **6.4 Solid Waste**

### **6.4.1 General Housekeeping**

- (a) The Contractor shall maintain the site and any ancillary areas used and occupied for performance of the Works in a clean, tidy and rubbish-free condition at all times.
- (b) Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove from the Works and the Site to which the Taking-Over Certificate relates, all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave the said Works and Site in a clean condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

### **6.4.2 Rubbish Removal and Disposal**

- (a) The Contractor shall comply with statutory and municipal regulations and requirements for the disposal of rubbish and waste.
- (b) The Contractor shall provide suitable metal containers for the temporary storage of waste.
- (c) The Contractor shall remove rubbish containers from site as soon as they are full. Rubbish containers shall not be allowed to overflow.
- (d) The Contractor shall provide hard standings for and clear vehicle access to rubbish containers.
- (e) The Contractor shall provide enclosed chutes of wood or metal where materials are dropped more than 7 meters. The area onto which the material is dropped shall be provided with suitable enclosed protection barriers and warning signs of the hazard of falling materials. Waste materials shall not be removed from the lower area until handling of materials above has ceased.
- (f) Domestic and biodegradable waste from offices, canteens and welfare facilities shall be removed daily from the site.
- (g) Toxic and hazardous waste shall be collected separately and be disposed of in accordance with current regulations.
- (h) No waste shall be burnt on Site unless approved by the Engineer.

#### 6.4.3 Asbestos Handling and Removal

The Contractor shall comply with all local regulations regarding the handling of asbestos materials. In the absence of local regulations, relevant International Standards shall apply.

#### 6.4.5 Pest Control

The Contractor shall be responsible for rodent and pest control on the Site. If requested, the Contractor shall submit to the Engineer, for approval, a detailed programme of the measures to be taken for the control and eradication of rodents and pests.

### 6.5 Noise Control

6.5.1 The Contractor shall ensure that the work is conducted in a manner so as to comply with all restrictions of the Authorities having jurisdiction, as they relate to noise.

6.5.2 The Contractor shall, in all cases, adopt the best practicable means of minimizing noise. For any particular job, the quietest available plant/and or machinery shall be used. All equipment shall be maintained in good mechanical order and fitted with the appropriate silencers, mufflers or acoustic covers where applicable. Stationary noise sources shall be sited as far away as possible from noise-sensitive areas, and where necessary acoustic barriers shall be used to shield them. Such barriers may be proprietary types, or may consist of site materials such as bricks or earth mounds as appropriate.

6.5.3 Compressors, percussion tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the equipment. Pneumatic drills and other noisy appliances shall not be used during days of rest or after normal working hours without the consent of the Engineer.

6.5.4 Areas where noise levels exceed 90 decibels, even on a temporary basis, shall be posted as high noise level areas.

### 6.6 Protection of Archaeological and Historical Sites

6.6.1 Excavation in sites of known archaeological interest should be avoided. Where this is unavoidable, prior discussions must be held with the Directorate of Antiquities in order to undertake pre-construction excavation or assign an archaeologist to log discoveries as construction proceeds. Where historical remains, antiquity or any other object of cultural or archaeological importance are unexpectedly discovered during construction in an area not previously known for its archaeological interest, the following procedures should be applied:

- a) Stop construction activities.
- b) Delineate the discovered site area.

- c) Secure the site to prevent any damage or loss of removable objects. In case of removable antiquities or sensitive remains, a night guard should be present until the responsible authority takes over.
- d) Notify the responsible foreman/archaeologist. Who in turn should notify the responsible authorities, the General Directorate of Antiquities and local authorities (within less than 24 hours).
- e) Responsible authorities would be in charge of protecting and preserving the site before deciding on the proper procedures to be carried out.
- f) An evaluation of the finding will be performed by the General Directorate of Antiquities. The significance and importance of the findings will be assessed according to various criteria relevant to cultural heritage including aesthetic, historic, scientific or research, social and economic values.
- g) Decision on how to handle the finding will be reached based on the above assessment and could include changes in the project layout (in case of finding an irrevocable remain of cultural or archaeological importance), conservation, preservation, restoration or salvage.
- h) Implementation of the authority decision concerning the management of the finding.
- i) Construction work could resume only when permission is given from the General Directorate of Antiquities after the decision concerning the safeguard of the heritage is fully executed.

6.6.2 In case of delay incurred in direct relation to Archeological findings not stipulated in the contract (and affecting the overall schedule of works), the contractor may apply for an extension of time. However, the contractor will not be entitled for any kind of compensation or claim other than what is directly related to the execution of the archeological findings works and protections.

## **7 Additional Requirements for Work in Public Areas**

### **7.1 General**

- 7.1.1 These additional requirements shall apply to all works carried out in Public Areas.
- 7.1.2 Public Areas are defined as areas still used by or accessible to the public. These include public roads and pavements, occupied buildings and areas outside the Contractor's boundary fencing.
- 7.1.3 All work in Public Areas shall be carried out to minimize disturbance and avoid dangers to the public.
- 7.1.4 Before commencing work, the Contractor shall ensure that all necessary resources, including labour, plant and materials, will be available when required and that the works will proceed without delays and be completed in the shortest

possible time. Periods of inactivity and slow progress or delays in meeting the agreed programme for the works, resulting from the Contractor's failure to provide necessary resources or other causes within the control of the Contractor, will not be accepted. In the event of such inactivity, slow progress or delays, the Contractor shall take immediate action to rectify the situation, including all possible acceleration measures to complete the works within the agreed programme. Details of the actions and acceleration measures shall be submitted to the Engineer. If the Engineer is dissatisfied with the Contractor's proposals, the Contractor shall take such further actions or measures as required by the Engineer. All costs incurred shall be the responsibility of the Contractor.

## **7.2 Method Statement**

7.2.1 The Contractor shall submit to the Engineer a method statement for each separate area of work in Public Areas. The Method Statement shall include:

- (a) a general description of the Works and methodology of how it will be carried out.
- (b) details of the measures and temporary works to minimize disturbance and safeguard the public. These shall include temporary diversions, safety barriers, screens, signs, lighting, watchmen and arrangements for control of traffic and pedestrians and advance warning to be given to the public.
- (c) details of temporary reinstatement and maintenance of same prior to final reinstatement.
- (d) for works involving long lengths of trenches or works to be completed in sections, the lengths or sections of each activity (eg up to temporary reinstatement, temporary reinstatement, final reinstatement) to be carried out at any one time.
- (e) details of the availability of necessary resources (labour, plant, materials, etc) to complete the work.
- (f) a programme showing start and completion dates and periods for all activities of each length or section, including temporary works, and the works overall.
- (g) such further information as necessary or required by the Engineer.

7.2.2 The Contractor shall not commence work, including temporary works, until approval of the Contractor's Method Statement by the Engineer.

7.2.3 Method Statements shall be updated based on actual progress or as and when required by the Engineer.

### **7.3 Closure of Roads, Etc**

- 7.3.1 The closure or partial closure of roads, pavements and other public areas will only be permitted if approved by the Engineer and Relevant Authorities. The Contractor shall detail for each closure the extent of area to be closed, the reasons and duration of the closure and, where appropriate, proposed diversions.

A sample Street Closure Permit is given in Annex 2.

7.3.2 Access to Properties Affected by the Works:

The Contractor shall identify, protect and maintain accesses to all properties affected by the works.

- 7.3.3 The Contractor shall ascertain and comply with any regulations concerning traffic and parking in addition to the obligations imposed by the Conditions of Contract and by law.

- 7.3.4 The Contractor shall provide and maintain all necessary diversion, diversion signs, barricades, fencing, lighting, flagmen or stop/go Signs where the Works affect the safety of traffic and the public on existing roads or temporary diversion roads.

### **7.4 Trench and Other Excavations**

- 7.4.1 The requirements covering trench and other excavations will depend on the location and type of the excavation and the potential risks to the public.

- 7.4.2 The following guidelines apply particularly to trenches but shall also apply to other types of excavations:

(a) before commencing work the Contractor shall:

- notify the Engineer on the location and duration of the work. An excavation permit signed by the Engineer must be issued in accordance with Sub-Clause 5.15.1 before excavation proceeds in any work location.;
- obtain permission from relevant authorities including the police when required. The Contractor's attention is drawn to the requirements of Legislative Decree No 68 dated 9 September 1983, issued by the President of the Republic of Lebanon, and in particular to the provisions therein regarding prior notification by the Contractor to and the issue of excavation licenses by the Director of Roads or the Head of the Municipal Authority concerned, as applicable, before the commencement of excavations within the limits of streets, roads and other areas defined under the said Decree.
- erect all temporary works such as barriers, warning signs, lighting, etc;

- have available adequate materials for temporary supports to sides of excavations and necessary labour, plant and materials to complete the work within the shortest possible time;
- (b) in carrying out the works the Contractor shall, unless otherwise permitted or required by the Engineer:
  - not open more than one excavation within a radius of 250 metres;
  - limit the length of trench excavation open at one time to 150 metres;
  - maintain and alter or adapt all temporary works including supports to sides of excavations;
  - remove all surplus excavated material the same day it is excavated;
  - complete the works, including final reinstatement within ten days;
  - where final reinstatement is not achieved within the required time, to carry out temporary reinstatement;
  - ensure that any temporary reinstatement is maintained at the correct level until final reinstatement is achieved.

7.4.3 The above guidelines shall not relieve the Contractor of his obligations and responsibilities.

## **7.5 Safety Barriers**

7.5.1 Safety barriers shall be provided to the perimeter of work areas and to trench and other types of excavations and to existing openings such as manholes, draw pits and the like. When exposed to the public, safety barriers shall be provided to both sides of trenches and around all sides of openings.

7.5.2 The Contractor shall provide details of the type or types of safety barriers for each excavation for the approval of the Engineer prior to commencing work. No work shall commence until the safety barriers are in place.

7.5.3 The type of safety barrier used shall be appropriate to the particular location and the potential risks to the public. Examples of different types of safety barriers are given below along with attached figures:

- Type 1 - excavated material;
- Type 2 - non-rigid barrier of rope or florescent tape strung between metal rods driven into the ground;
- Type 3 – non-rigid barrier type K2, K5a, K5c and K8.



- Type 4 - rigid concrete barrier. Such barriers should be secured by means of dowels driven into the ground.

7.5.4 The following are guidelines on the type of safety barriers that could be used in differing situations. They apply particularly to trenches but also apply to other types of excavations, existing openings and to the perimeter of work areas:

- areas not subject to vehicular traffic - Types 1 or 2;
- roadways (low traffic speed) - Types 1 and 3 or Types 2 and 3;
- roadways (high traffic speed) - Type 3 (short term 1 to 2 days) or Type 4 (long term more than 2 days).

7.5.5 The above examples of the types of barriers and the guidelines on situations in which they could be used shall not relieve the Contractor of his obligations and responsibilities.

## **8 Contractor's Site Check List**

- 8.1 A sample Contractor's Site Check List is included in Annex 3. This is included to assist contractors should they wish to introduce such a system as part of their site management procedures. The list is not exhaustive and further items will need to be added by the Contractor.
- 8.2 The list is issued for guidance only, and does not, in any way, revise or limit the requirements covered elsewhere in these Regulations.

## **9 Protection of Other Property and Services**

- 9.1 Roads and Footpaths: the Contractor shall protect public and private roads, footpaths and the like from damage by site traffic or other causes arising from the execution of the Works and shall repair any damage to the satisfaction of the relevant public authority or private owner.
- 9.2 Trees, Hedges, Shrubs, Lawns: the Contractor shall protect and preserve, trees, hedges, shrubs, lawns etc., and shall replace to approval, or treat as instructed, any plants or areas damaged or removed without approval.
- 9.3 Existing Features: the Contractor shall prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other features on the Site or adjacent thereto which are to remain in position during the execution of the Works.
- 9.4 Existing Services

The Contractor shall:

- (a) notify all service authorities and private owners before commencing any work which may affect or damage existing drains and services

- and observe all service authorities' regulations and/or recommendations work adjacent to existing services.
- (b) ascertain the positions of all services not indicated in the Contract Documents and check the positions of those which are so indicated.
  - (c) adequately protect, maintain and prevent damage to all services and shall not interfere with their operation without the consent of the service authority or owner.

If any damage is caused to existing services as a result of execution of the Works, the Contractor shall notify the Project Manager Representative /Engineer's Representative and the service authority or private owner and make arrangements to repair the damage to the satisfaction of the service authority or private owner as appropriate.

#### 9.5 Adjoining Property

The Contractor shall:

- take all reasonable precautions to prevent damage to adjoining property and, if any damage is caused as a result of the execution of the Works, make good to the satisfaction of the owner.
- obtain permission of the owners if it is necessary to erect Temporary Works or otherwise use adjoining property and pay all charges.
- advise owners or occupiers of adjoining property of the dates on which work which may affect them is to be executed

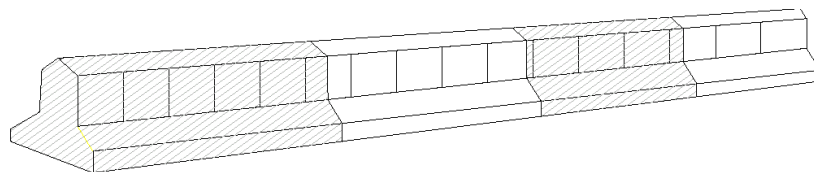
#### 9.6 Existing Condition of roads, paths, features, services and adjoining property which is at risk from damage shall be recorded by photographs or surveys as appropriate.

#### 9.7 Occupied Premises

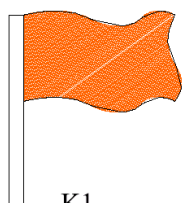
The Contractor shall:

- (a) where the works are to be carried out in or around occupied premises ascertain the times and nature of the occupation and use. Carry out the Works with minimum inconvenience, nuisance and danger to the occupants and users.
- (b) if the danger to the occupied premises is such as to involve the safety of persons advise the Employer to evacuate temporarily such persons until the danger is eliminated. The expense of evacuation, temporary accommodation and re-occupation of the premises and other expenses shall be borne by the Employer.

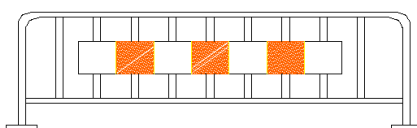
## TEMPORARY TRAFFIC CONTROL DEVICES



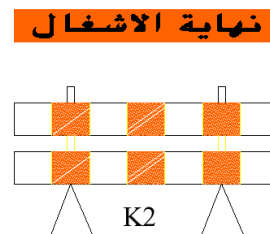
K16



K1



K2



K2



K5a



K8



K13b

K5c

## TEMPORARY MARKING

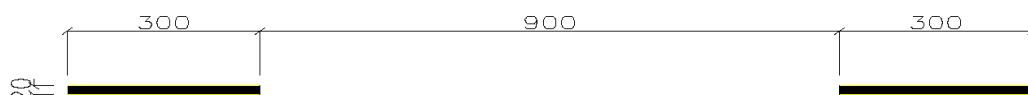
THESE LINES ARE YELLOW AND CAN BE  
REMOVED WITHOUT ANY RESIDUAL TRACE.  
DIMENSIONS ARE IN CM

20



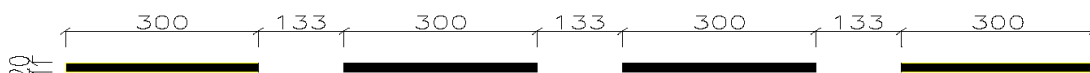
FOR CONTINUOUS EDGE LINE AND FOR SEPARATING THE TRAFFIC IN OPPOSITE DIRECTIONS

### MR2 TEMPORARY



FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

#### TYPE T1

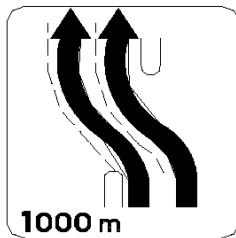


FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

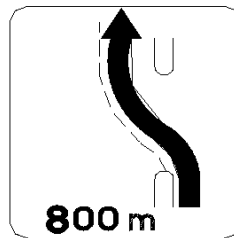
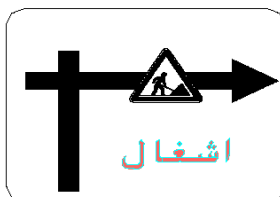
#### TYPE T3

## TEMPORARY GUIDE SIGNS

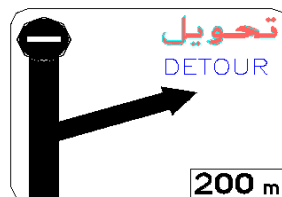
### BLACK TEXT AND GRAPHICS ON YELLOW SIGN PLATE



KD8

NOTICE PAVEMENT CHANGE  
KD8

KD2

NOTICE THE DIVERSION  
KD2NOTICE REDUCTION IN  
NUMBER OF LANES  
KD10

KC1



KD5

## TEMPORARY WARNING SIGNS



AK2



AK3



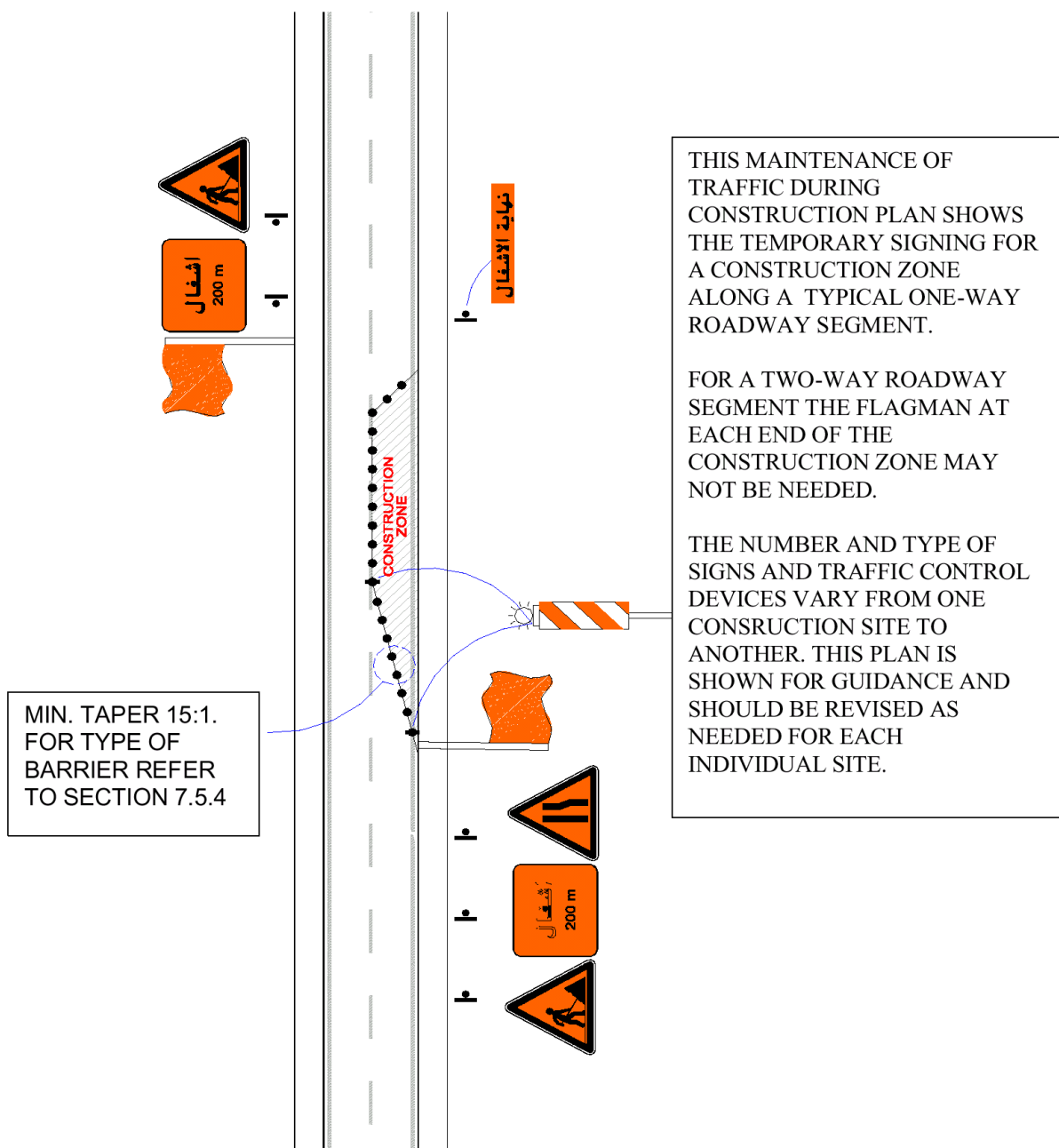
AK22a



AK5

SIZE TO BE DETERMINED BASED ON ROADWAY SPEED - USE 60KPH OR 80 KPH

## TEMPORARY ROAD WORKS MAINTENANCE OF TRAFFIC DURING CONSTRUCTION TYPICAL LANE CLOSURE



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**Annex 1****Sample Excavation Permit****To:** ..... (Engineer)**From:** ..... (Contractor)**Date:** .....**CDR Contract No:** .....**Request for Excavation Permit No:** .....

Please give approval for excavation to proceed in the following area:

Work to start on:

Existing services have been checked and identified by:

Drawings                      #                      Physical Survey                      #

Catscan                      #                      Trial Holes Excavation                      #

Signed (Contractor): .....

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**Approval of Engineer**

The above excavation may proceed, subject to the following:

Services to be maintained:

Services to be isolated before work proceeds:

Other matters:

Signed (Engineer): .....

Date: .....

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**Annex 2**

**Sample Street Closure Permit**

**To:** ..... (Engineer)

**From:** ..... (Contractor)

**Date:** .....

**CDR Contract No:** .....

**Request for Street Closure Permit No:** .....

Please give approval for the closure of the following street(s) from ..... to .....  
(*dates*)

Street(s):

Reasons:

Proposed diversions:

Signed (Contractor): .....

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**Approval of the Engineer**

The above street(s) may be closed for the periods stated subject to the following conditions:

Approval has been given by relevant authorities and the police;

Other:

Signed (Engineer): .....

Date: .....

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**Annex 3****Sample Contractor's Site Check List****Safe Access:**

- arrangements for visitors and new workers to the site
- safe access to working locations
- walkways free from obstructions
- edge protection to walkways over 2m above ground
- holes fenced or protected with fixed covers
- tidy site and safe storage of materials
- waste collection and disposal
- chutes for waste disposal, where applicable
- removal or hammering down of nails in timber
- safe lighting for dark or poor light conditions
- props or shores in place to secure structures, where applicable

**Ladders:**

- to be used only if appropriate
- good condition and properly positioned
- located on firm, level ground
- secure near top. If not possible, to be secured near the bottom, weighted or footed to prevent slipping
- top of ladder minimum 1 metre above landing place

**Scaffolding:**

- design calculations submitted
- proper access to scaffold platform
- properly founded uprights with base plates
- secured to the building with strong ties to prevent collapse
- braced for stability
- loadbearing fittings, where required
- uprights, ledgers, braces and struts not to be removed during use
- fully boarded working platforms, free from defects and arranged to avoid tipping or tripping
- securely fixed boards against strong winds
- adequate guard rails and toe boards where scaffold 2m above ground
- designed for loading with materials, where appropriate
- evenly distributed materials
- barriers or warning notices for incomplete scaffold (ie not fully boarded)
- weekly inspections and after bad weather by competent person
- record of inspections

**Excavation:**

- underground services to be located and marked and precautions taken to avoid them
- adequate and suitable timber, trench sheets, props and other supporting materials available on site before excavation starts



- safe method for erecting/removal of timber supports
- sloped or battered sides to prevent collapse
- daily inspections after use of explosives or after unexpected falls of materials
- safe access to excavations (eg sufficiently long ladder)
- barriers to restrict personnel/plant
- stability of neighbouring buildings risk of flooding
- materials stacked, spoil and vehicles away from top of excavations to avoid collapse
- secured stop blocks for vehicles tipping into excavations

**Roof work:**

- crawling ladders or boards on roofs more than 10 degrees
- if applicable, roof battens to provide a safe handhold and foothold
- barriers or other edge protection
- crawling boards for working on fragile roof materials such as asbestos cement sheets or glass. Guard rails and notices to same
- rooflights properly covered or provided with barriers
- during sheeting operations, precautions to stop people falling from edge of sheet
- precautions to stop debris falling onto others working under the roof work

**Transport and mobile plant:**

- in good repair (eg steering, handbrake, footbrake)
- trained drivers and operators and safe use of plant
- secured loads on vehicles
- passengers prohibited from riding in dangerous positions
- propping raised bodies of tipping lorries prior to inspections
- control of on-site movements to avoid danger to pedestrians, etc
- control of reversing vehicles by properly trained banksmen, following safe system of work

**Machinery and equipment:**

- adequate and secured guards in good repair to dangerous parts, eg exposed gears, chain drives, projecting engine shafts

**Cranes and lifting appliances:**

- weekly recorded inspections
- regular inspections by a competent person
- test certificates
- competent and trained drivers over 18 years of age
- clearly marked controls
- checks by driver and banksman on weight of load before lifting
- efficient automatic safe load indicator, inspected weekly, for jib cranes with a capacity of more than one tonne
- firm level base for cranes
- sufficient space for safe operation
- trained banksman/slinger to give signals and to attach loads correctly, with knowledge of lifting limitations of crane
-

- for cranes with varying operating radius, clearly marked safe working loads and corresponding radii
- regularly maintenance
- lifting gear in good condition and regularly examined

**Electricity:**

- measures to protect portable electric tools and equipment from mechanical damage and wet conditions
- checks for damage to or interference with equipment, wires and cables
- use of the correct plugs to connect to power points
- proper connections to plugs; firm cable grips to prevent earth wire from pulling out
- "permit-to-work" procedures, to ensure safety
- disconnection of supplies to overhead lines or other precautions where cranes, tipper lorries, scaffolding, etc might touch lines or cause arcing

**Cartridge operated tools:**

- maker's instruction being followed
- properly trained operators, awareness of dangers and ability to deal with misfires
- safety goggles
- regular cleaning of gun
- secure place for gun and cartridges when not in use

**Falsework/formwork:**

- design calculations submitted
- method statement dealing with preventing falls of workers
- appointment of falsework coordinator
- checks on design and the supports for shuttering and formwork
- safe erection from steps or proper platforms
- adequate bases and ground conditions for loads
- plump props, on level bases and properly set out
- correct pins used in the props
- timberwork in good condition
- inspection by competent person, against agreed design before pouring concrete

**Risks to the Public:**

- identify all risks to members of the public on and off site, eg materials falling from scaffold etc., site plant and transport (access/egress) and implement precautions, eg scaffold fans/nets, banksmen, warning notices etc
- barriers to protect/isolate persons and vehicles
- adequate site perimeter fencing to keep out the public and particularly children. Secure the site during non-working periods
- make safe specific dangers on site during non-working periods, eg excavations and openings covered or fenced, materials safely stacked, plant immobilised, ladders removed or boarded

**Fire - general:**

- sufficient number and types of fire extinguishers
- adequate escape routes, kept clear
- worker awareness of what to do in an emergency

**Fire - flammable liquids:**

- proper storage area
- amount of flammable liquid on site kept to a minimum for the day's work
- smoking prohibited; other ignition sources kept away from flammable liquids
- proper safety containers

**Fire - compressed gases, e.g. oxygen, LPG, acetylene:**

- properly stored cylinders
- valves fully closed on cylinders when not in use
- adopt "hot work" procedures
- site cylinders in use outside huts

**Fire - other combustible materials:**

- minimum amount kept on site
- proper waste bins
- regular removal of waste material

**Noise:**

- assessment of noise risks
- noisy plant and machinery fitted with silencers/muffs
- ear protection for workers if they work in very noisy surroundings

**Health:**

- identify hazardous substances, eg asbestos, lead, solvents etc and assess the risks
- use of safer substances where possible
- control exposure by means other than by using protective equipment
- safety information sheets available from the supplier
- safety equipment and instructions for use
- keep other workers who are not protected out of danger areas
- testing of atmosphere in confined spaces; provision of fresh air supply if necessary.
- Emergency procedures for rescue from confined spaces

**Manual handling:**

- avoid where risk of injury
- if unavoidable, assess and reduce risks

**Protective clothing:**

- suitable equipment to protect the head, eyes, hands and feet where appropriate
- enforce wearing of protective equipment

**Welfare:**

- suitable toilets
- clean wash basin, hot/warm water, soap and towel
- room or area where clothes can be dried
- wet weather gear for those working in wet conditions
- heated site hut where workers can take shelter and have meals with the facility for boiling water
- suitable first aid facilities

**Work in Public Areas**

- all risks to the public identified
- method statement approved
- road closures approved
- temporary diversions in place
- safety barriers erected/maintained
- safety signs and lighting installed/maintained
- labour, materials, plant and other resources sufficient to meet programme
- temporary reinstatement completed and properly maintained
- permanent reinstatement completed at earliest possible date

**APPENDIX 2: VAT MANDATE - VALUE ADDED TAX**  
**Law # 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017**

- 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.
- 2- The Contractor/Consultant shall submit its offer without calculating the VAT in its unit price.
- 3- 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.
- 4- 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 3 above.  
For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.
- 5- 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 26/10/2017.

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