

REPUBLIC OF LEBANON
Ministry of Public Health
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

**Supply and Installation of Medical Equipment, Furniture
and related Civil and Electromechanical Works
for CT Scanner, Standby Generator and ICU Unit
to Al Jabal Hospital – Kornayel**

VOLUME I OF VI
TENDERING CONDITIONS AND CONDITIONS OF CONTRACT

ETEC
Etudes Techniques SAL
P.O.Box 11-6078 – Beirut
Ph. 961-1-364304/5 Fax 367747
E-mail: etecsal@cyberia.net.lb
info@etecsal.com
Website: www.etecsal.com

SEPTEMBER, 2025

INSTRUCTIONS TO BIDDER

Section 1

INSTRUCTIONS TO BIDDER

Scope of Bid:

The Ministry of Public Health represented by the Council for Development and Reconstruction "CDR" Herein called "the client" has lease towards the Supply and Installation of Medical Equipment, Furniture and related Civil and Electromechanical Works for CT Scanner, Standby Generator and ICU Unit (including Site preparation), testing, on-site training and commissioning, as applicable, and the maintenance of the Goods for Al Jabal Hospital:
The Rehabilitation works should not affect the functioning of all medical and non-medical services in the existing hospital.

The Contractor shall provide a separate Entrance to execute the works without disturbing the functioning and the team job of the Hospital.

1. Explanatory notes

- ◆ The Technical specifications (Volume II) shall be interpreted as guidelines for the type and quality of the equipment required. The specification texts are therefore covering a wide range of equipment types and ancillaries. They do not relate to any specific manufacturer. In some cases, specific figures have been given. Such information should be considered as guidelines. The equipment offered however, shall be compliant with international standards and quality.
- ◆ The Bidder shall provide one proposal only for each item, that is listed in the specifications, as a complete, fully functional unit, with all ancillaries and accessories necessary for its normal and safe use "No variant is allowed" All ancillaries that are needed beyond normal operation, and all additional accessories are to be listed and priced, with the item offered, as optional.
- ◆ When in the specifications, "a complete set of –" is mentioned, then the Bidder shall list, specify and price all the items included in the set offered.

It is important that the Bidder specifies and prices the application software and hardware that will be provided with the total system for its normal operation, and any other software and hardware that will be offered as options.

All dimensions and ratings in the specifications for Goods are indicative for required sizes, weights and functions.

The Bidder shall provide actual dimensions and ratings with his offer.

In view of the rapid technological development and in case a new model for a required Goods is commercialized after the date of the bid opening, the Bidder shall provide the latest model of equipment made available in the market, with same specifications or better, to replace what has been presented in his offer at no extra cost.

Before the tenderer prepares the Bid, he should inspect the existing facility and the architectural and engineering drawings for the planned facility and completely familiarize himself with all conditions affecting the equipment and the pre-installation requirement. Failure to do so shall not relieve the tenderer of any of the cost requirements to complete the work and prepare the site.

Where appropriate, such as for certain types of diagnostic imaging systems, the tenderer shall provide shielding design.

The successful Bidder shall provide before installation, site preparation and layout drawings for all major equipment including layout of the connection with the nearest electromechanical points needed and a complete and detailed description of contractor obligations for facility preparation that will be required for each system.

He shall provide a description of installation planning, design and construction services provided. This shall include, but not limited to, shielding, electrical, mechanical, environmental conditions, structural (ceiling, wall and floor loading) and access requirements. Completion of this work is an essential part of the Goods acceptance.

All items must be compatible to be connected to the existing sockets in the Hospital.

All medical electric and electronic equipment and others shall comply with all relevant standards i.e. IEC 601-1 (General Requirements for Safety) and IEC 601-2 (EMC / Electromagnetic Compatibility).

All medical devices included in the bidders' offer should be CE marked according to 93/42/EEC, 90/385/EEC or 98/79/EEC (whichever appropriate) or FDA approved. The manufacturer should be certified ISO 9000.

For the equipment mentioned with country of origin outside: USA, European committee, Japan, Canada, or Australia, CE and FDA certificates are required.

The bidder should include for each "medical device", defined according to art, 2 point a, of 93/42/EEC, in the technical proposal a copy of a valid CE mark or FDA approval certifications of the device and the ISO 9000 certification of the manufacturer.

In case of Lebanese manufacturer of a medical device classified in Class I, according to ANNEX IX of 93/42/EEC, the above mentioned requirements (EC mark or FDA approval and ISO 9000 certifications) can be omitted. In this case CDR reserves the right to ask a manufacturer declaration describing the safety features of the device.

All relevant documentation and valid certificates of conformity to the standards shall be presented in the Bid.

If these systems, as quoted, do not comply with the standards upon their issuance, it is the tenderer's responsibility to assure compliance, at no cost to the client.

The CDR reserves the right to consider any item without such certificate of conformity as non responsive.

Electrical Works

- All Electrical supplies are at 220 single phase / 380V three phase, 50 Hz.
- All computerized and electronic equipment shall be provided with surge protection.
- Electrical Safety:
 - The unit should be provided with a line (power) cord of acceptable durability, quality, length, and capacity and should be secured with adequate strain reliefs.
 - The unit should include, power plugs that are sufficient for the maximum voltage and current of the unit.
 - The chassis should be grounded and grounding resistance should be as per applicable code.
 - If the unit is double, it should be so labeled.
 - Electrical leakage current from the chassis of the unit should not exceed the maximum permissible current as per IEC 601-1.

– **Line Voltage Variation**

- All computerized and electronic equipment shall be provided with surge Unit, the unit should operate satisfactorily at line voltages from $\pm 10\%$ of the nominal line voltage of 220 Volts single phase or 380 Volts three phases.
- The unit should not be damaged by voltages from $\pm 20\%$ of the nominal line voltage specified above.

2. Coordination of works

- The supplier shall be responsible for coordinating the works with the teamwork of Civil, Architectural and Electromechanical works for the good performance and finishing of the project.
- It is to be noted that the Hospital running shall not be interrupted during the works. The supplier shall submit with his offer a general planning with respect of this kind of works.

3. Funding Source

- This Contract is 100% funded by the Kuwait Fund for Arab Economic Development.

4. Training:

The Bidder shall specify, in detail, the training component included in his offer, which shall cover the detailed schedule of the necessary training sessions and educational workshops targeted for the relevant staff on the clinical operation safe and competent handling of major equipment and systems, and the associated costs. A detailed description of the in-service training to be provided for the clinical personal and technical training for biomedical engineering personnel. This should include a description of program length and format and content.

5. Bidder Eligibility

Eligible bidders shall be Lebanese or Kuwaiti, who meet the requirements stated in the project documents and conditions

Qualification requirements:

The following are the qualification requirements for the bidder:

Technical Capability Requirements:

1. Every bidder applying for the Bid shall provide in his Bid details showing that he has equipped at least one General Hospital Services of a capacity of 20 beds according to the Ministry of Public Health classification or part of General Hospital Services to include imaging and patients rooms Equipment, over the past twelve (12) years for an amount of /500.000/ USD at least.
2. Manufacturer's minimum level of experience in manufacturing similar items, for the past 5 (five) years.
3. The bidder shall be an established company for a minimum of five years. **Supplying of medical equipment shall be the main activity of the company.**

4. **Bidder's / Supplier's Experience and Capability:**
The bidder shall include as part of his bid appropriate supporting documents regarding his capability to perform the contract (company profile, quality assurance certificate for management process, etc..) He shall provide names, addresses and telephone/fax numbers of the major projects executed and the appropriate certificates from the respective administration. The related documents should be certified by the Ministry of Foreign Affairs in the country where the Contract was executed, then by the embassy or consulate of Lebanon in the said country.

Projects Certificates:

Bidders shall furnish, as part of their bid, the following documents related to the projects certificates:

- A copy of the contract signed with the bidder. In case the contract is signed in Lebanon, the document evidencing that the relevant stamp duty has been duly collected shall be furnished
- A copy (to be compared to the original) of a certificate issued by the private or public authority that awarded the project and/or signed the contract, stating the location, date, type and value of services and/or works that the bidder executed or participated in its execution. The said certificate should also state the contractual role of the bidder during the execution of the said services and / or works, in addition to the name and address of the consultant supervising the services and / or works, where applicable, and the employer who supervised the services and/or works or whom the works were executed on his behalf. This certificate shall be valid only if it mentions that the project has been provisionally accepted or if it is attached to the provisional acceptance certificate.
- A certificate issued by the bank issuer of the good performance guarantee of the project acknowledging the issuance of the said guarantee and stating the guarantee number, its purpose, value, and validity, along with a copy of the said guarantee. This certificate is not required whenever the project is executed by a Lebanese Ministry or a Lebanese Public Establishment. For projects not requiring a performance guarantee, the bidder shall furnish the document evidencing that the relevant stamp duty has been duly collected shall be furnished.
- All documents mentioned in Items ii) and iii) above should be certified by all the competent authorities in connection with projects executed inside Lebanon. As for projects executed outside Lebanon, the related documents should be certified by the Ministry of Foreign Affairs in the country where the contract was executed, then by the embassy or consulate of Lebanon in the said country, and finally by the Ministry of Foreign Affairs and Emigrants in Lebanon.

5. The bidder shall provide information that reflects his capability to provide adequate maintenance and other services that are required to be performed with the delivered equipment. The bidder shall provide a plan for provisions of after sales services in Lebanon for a minimum of five years from the date of acceptance of equipment. The bidder should clearly state in his bid that he guarantees that adequate specialized, maintenance capabilities and related expertise are already available in Lebanon, or will be based in the country following the execution of the contract to ensure that the support services are responsive and adequate.
6. The bidder shall provide ISO qualification and CE mark certificates or equivalent from the manufacturers and the products that shall be offered.
7. The bidder shall present the Manufacturer Authorization to supply the equipment required under this Contract in Lebanon. In case the bidder shall supply part of the goods from a local supplier and not directly from the manufacturer, he has to present an authorization from the local supplier, who in turn shall provide the manufacturer's authorization for the equipment offered.
The bidder shall provide a certificate from the manufacturer **showing the origin of the product** and providing that the product offered is still in production and guarantee that the spare parts would be available for the period indicated in the form of spare parts.
8. Bid offering equipment from suppliers not meeting any of the above criteria or without the required certificates could be disqualified and not considered for award.
9. Foreign Companies have to submit a Certificate issued by the Lebanese Ministry of Economy and Trade stating that the Company is not in conflict with the law of the boycott of Israel issued on 23/06/1955. The date of issuance of this certificate should not be older than one month from the last date of submission of Bids.

Financial Capability Requirements:

1. A bank statement must be presented indicating a capability of financing at least 200.000 USD (Two Hundred Thousand) within a period of three months.
2. Average annual turnover not less than /800.000/ USD during the last five years.
3. In the event of the Bidder being submitted by a joint venture, the total summation of the joint venture partners annual turn over, must be subject to the above requested criteria, with the lead joint venture partner turn over not to be less than 50% of the required amount. Each of the remaining partners turn over must not be less than 25% of the requested amount, in condition that the total value must reach at least 100%.
4. The bidder shall show evidence of not facing bankruptcy charges, this shall be in the form of an extract of Liquidation to be obtained from the commercial register, and Extract of Solvency from the Bankruptcy Court for companies registered in Lebanon, and equivalent certificates for companies registered outside Lebanon.

5. The bidder shall show any history of litigation of his company. This shall be in the form of an extract of the Legal Status to be obtained from the Commercial Register for companies registered in Lebanon and equivalent certificates for companies registered outside Lebanon.
6. The bidder shall indicate if he has ever been terminated for non-performance of a contract.
7. The Client has the right to check on field proven equipment from suppliers, manufacturers and hospital.
8. The Bidder is considered aware and acquainted with the law in force in the Republic of Lebanon.
9. 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 مساعدة) 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 to the awarded Bidder, if applicable.
10. Brand new equipment only are accepted (not refurbished) which complies with the Bid Specifications and latest version of manufacturer current production at no extra cost.
11. The bidder shall submit with his offer soft copy including all the document needed for the Bid.

6. Name and Address

The Bidder shall provide his Company profile and related organizational chart. He shall include the Name and Address of Local representatives or Agents in Lebanon. In addition, he shall include in his bid the CV's of the key personnel involved in the project.

7. Goods

The Goods, to be provided under the Contract (hereinafter called the Goods) as described in Technical Specifications, and listed in Volume II, (Bill of Quantities - Schedule of Prices Volume III).

Bidder shall bid for each item that is listed in the Bills of quantities, as a complete, fully functional unit, with all ancillaries and accessories necessary for its normal safe use.

The specifications (Volume II), are for guide line purposes, and do not relate to any specific manufacturer. All Goods shall be of the highest international standard.

8. Program

The supplier shall visit and examine the site of Al Jabal Governmental Hospital in Kornayel and obtain on his own responsibility all needed information.

Therefore, delivery to the hospital, installation, testing, onsite training and commissioning of the Goods shall take place within a period of **Seven (7) months** starting from the notification date of contract, in accordance with a delivery and inspection schedule to be proposed by the Bidder and approved by the Client.

The client shall have the right to change the delivery schedule as he deems necessary, within the delivery period.

The Client, however, may request the Bidder to delay the delivery of the Goods by up to 60 days, beyond the above dates, and the Bidder shall ensure the safe storage of the Goods until the new delivery date, at no extra cost to the Client.

9. Joint ventures

A Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- a) The Form of Agreement shall be signed so as to be legally binding on all partners.
- b) One of the partners shall be nominated and authorized as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all partners.
- c) The partner in charge shall be authorized to incur liabilities and receive instructions for, and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge.
- d) All partners of the joint venture shall be legally liable jointly and severally for the execution of the Contract and a relevant statement to this effect shall be included in the authorization mentioned above as well as in the Form of Bid.
- e) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid, according to the form of J.V. agreement included in the bid.
- f) In case of a joint venture, the Bid Security shall be in the name of the joint venture.

10. Bid documents

This document contains the whole of the information on which the Bidder is to be based, namely:

- 1) Instruction to Bidder
- 2) Bid Forms
- 3) Conditions of Contract (Volume I)
- 4) The Bid (Appendix No. 1) (Volume IV)
- Medical*
- 5) Specifications (Volume II)
- 6) Bill of Quantities (Volume III)
- 7) Loaded Drawings (Volume VI)

Civil works

- 1) Specifications: Architectural and Structural Works (Volume 2-1)
- 2) Specifications: Electromechanical Works (Volume 2-2)
- 3) Bills of Quantities (Volume 3)
- 4) Drawings (Volume 4)

11. Bidder Clarifications

A prospective Bidder requiring any clarification of the Bidding Documents may notify the client in writing or by fax, at the client's address indicated below. Written copies of the client's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Documents not later than fifteen (15) days prior to the deadline for the submission of bids.

Client's address, telephone, and facsimile numbers:

Council for Development and Reconstruction

Tenders Department

Tallet El Serail-Beirut Central District

Beirut - Lebanon

Tel: 961-1-980096/7 Fax: 961-1-981255

At any time prior to the original or extended date for submission of Bid, the Client may, whether at his own initiative or in response to a clarification requested by a Bidder, modify the Bid Documents by the issue of an addendum.

The addendum will be in writing and will be sent to all Bidders, it will be binding upon them and will be considered an integral part of the Bid document. Bidders shall promptly acknowledge receipt thereof in writing to the Client.

The Bidder shall examine the Bid Documents (Instructions, forms, terms and specifications) before submitting his Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works, and has visited and acquainted himself with the Site of the Works. Failure to furnish all information required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of the Bid. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished, thus it is understood that the submission of a Bid carries with it the Agreement to all Clauses and Conditions referred to herein or indicated in the Bid Documents.

Clarifications from Bidder will be accepted up to four weeks prior to the deadline for the submission of bids.

12. Language of Bid

The Bid and all supporting documents shall be written in English. If any catalogue or other document is printed in any other language (except for Arabic and French), a duly authorized translation shall be provided.

13. Currency of Bid

Shall be quoted in US Dollars.

14. Bid prices

The prices entered by the Bidder in the Bid Offer / Bill of Quantities – Schedule of prices shall be presented in a breakdown, include:

- Unit and total price of equipment delivered to the site of the hospital (including all taxes fees, expenses, overheads and profits, transportation, except for custom duties).
- Cost of training
- Cost of installation (including site preparation works needed for the installation and proper functioning and performance of the equipment), testing & commissioning.
- Cost of warranty (Two years)
- Cost of service contract after warranty for 5 years to be submitted separately, and not included in total price.

Bids will not be accepted unless they include total and fixed unit rates. No consideration will be given to Bids submitted on the basis of a certain percentage.

Bid prices shall be fixed during the period of the contract and shall not be subject to alteration due to changes in the cost of materials, labour, transport, taxes, currency exchange rates or any other matter affecting the cost of the Goods.

VAT

VAT should not be included in the unit prices. Bidders shall present their prices excluding the amount of the VAT and these prices will be considered for the evaluation of the offers. For further information concerning the VAT payments refer to the law 379 dated 14-12-2001 amended by Law 64 dated 26/10/2017 and the Annex A of the Bid Documents "VAT Procedures".

All LC opening fees shall be borne by the supplier.

The Goods in question, could be exempted of custom duties. However, in case these are not, the Bidder is expected to settle the custom duties and present the corresponding official invoices to CDR for reimbursement.

The Bidder shall fill in prices against all items and quantities in the Bill of Quantity. Items and Quantities that are missing or against which "no amount" is entered by the Bidder, shall be deemed to be included in the Bid and covered under items elsewhere in the Bill of Quantity, and will not be paid for by the Client.

Corrections

In the event of corrections are being made by the bidder to his pricing documents, the corrections should be crossed in ink, with the new value written in numbers and in words (if applicable) with an appended initial and stamp beside each correction. Correction fluid (Tipp-Ex ...) should not be used for correcting mistakes.

15. Bid validity and Bid security

The Bid shall remain valid and open for acceptance for a period of 120 days from the closing date for submission of Bids. The Bidder shall provide a bank guarantee, as a security for his Bid, in the sum of 30,000 US Dollars as Bid Security of his offer, in the form included in these documents, valid for the period of the validity of the Bid, plus 30 days after the end of the validity period of the Bid. A Bid valid for a shorter period shall be rejected by the Purchaser and considered as non-responsive.

The bid security will be returned to Bidder as follows:

- The Bidder withdraws his Bid by giving withdrawal notice in writing, which is received by the client before the deadline set for receiving the Bids.
- To the unsuccessful Bidder, without any application from the Bidder, following the decision of the Board of CDR, or if the Bid has been awarded.
- To the successful Bidder. After submitting the Performance security.
Bid security shall be in the form of a Bank Guarantee issued by a Lebanese Bank, or a foreign Bank through its correspondent bank in Lebanon and shall be according to the attached form (form of bid security).

In case of a Joint Venture, the bid security shall be in the name of the joint venture.

16. Submission of Bid

The Bidder shall submit the following information to form a **complete Bid submission**, completing all blank spaces, with **all items of a specific sections being priced**.

The Bid shall be submitted in two marked sets, one original, and one copy in accordance with the instructions stated in the Instructions to Bidder.

Each set shall be delivered in two separate and sealed envelopes and shall be marked as follows:

“Envelope No. 1” (Technical Offer), shall contain the following:

- a. Completed Contractual commitment. [signed & stamped]
- b. Detailed specification of the products on which the Bid is based, including manufacturer's details, catalogue cuts, model numbers, drawings and illustrations. [signed & stamped]
- c. Statement of compliance with, or deviations from, the Specification for the proposed products. [signed & stamped]
- d. The Bidder shall submit a financial status report of the last five audited years. In case of a joint venture, all partners shall submit their financial status. [signed by a certified auditor & stamped]
- e. Bid Security 30,000 US Dollars in the form of a bank guarantee in accordance with the sample form of Bank Guarantee (Bid Security) included in the Bid document. [signed & stamped]
- f. **A written Power of Attorney or delegated authority of signatory to Bid documents.** [signed by a notary public & stamped]

“... provided that the condition related to the Power of Attorney for Firm's Representative attached in the Forms of this Volume I is fulfilled”.

- g. Bidding documents stamped and signed.
- h. General Certificate of quittance issued by the National Social Security Fund or valid certificate participate in public procurement process. Its validity extending beyond the bid opening date. The bidder must be registered with the NSSF, and any statement that include an unregistered institution will be rejected.
- i. Bank statement for access to liquid assets and/or evidence of access to or availability of credit facilities.

- j. Official information regarding any current litigation in which the bidder is involved.
- k. Program of work and method statement in sufficient detail to demonstrate the adequacy of the bidder proposals to meet the technical specifications and the completion time. No alterations or changes must be made to the specifications;
- l. Certificate indicating the permanent address of the Bidder;
- m. Declaration listing all the owners of the economic right as per form M18 issued by the Ministry of Finance (النموذج ١٨م الصادر عن وزارة المالية) with copies of their identification cards (ID/Passport).
- n. 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)" 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 to the awarded Bidder, if applicable.
- o. A statement issued by the municipality within which the bidder's main office is located, as per the address in the commercial registry, stating that the bidder has paid the full due imposed municipal fees.
- p. A legal record of the authorized signatory, dated no more than 3 months before original bid submission date, free from any judgement (سجل عدلي).
- q. Detailed description, and schedule of maintenance procedures
- r. Training as described in item 2.
- s. Copies of original documents defining:
 - Certificate of quittance issued by the Ministry of Finance.
 - Certificate of Registration of the Company issued by the Ministry of Finance.
 - Certificate of Registration of the bidder issued by the directorate of added tax, in case the bidder is registered, or a certification of non-registration in case the bidder is not registered. In this case the bidder is committed to its price, even if he became registered during the execution of the Contract.
 - 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.
 - the experience and past performance of the Bidder (or of each party to a joint venture) on works of a similar nature within the past five years
 - details of current work in hand and other contractual commitments
 - reports on the financial standing of the Bidder (or of each party to a joint venture) including profit and loss statements, balance sheets and auditor's reports for the past five years,

- t. Joint venture agreement [signed by a notary public & stamped].
- u. The bidder's Technical offer (Appendix 0) [signed and stamped].
- v. Receipt of Purchase of this Tender Document.
- w. The Form of Contractual Commitment holding a stamp duty of 1.000.000 Lebanese Pounds [signed and stamped]
- x. For Foreign Companies only, a certificate issued by the Lebanese Ministry of Economy and Trade stating that the Company is not in conflict with the law of the boycott of Israel issued on 23/06/1955. The date of issuance of this certificate should not be older than one month from the last date of Submission of Bids. Name and address of local representative.
- y. The bidder shall submit with his offer soft copy including all the document needed for the Bid.
- z. Breakdown of unit price.
- aa. Time schedule.

All pages of the above documents shall be initialed and stamped by the Bidder.

Envelope no. 2 (financial offer), shall contain:

- (i) Bidder offer / Bill of Quantities – Schedule of Prices (Volume III) : Form of Bid [signed & stamped]

All pages of the above document shall be initialed and stamped by the Bidder.

Both envelopes shall be sealed in an outer package obtained from CDR's Tenders Department along with the Tender Document and shall be addressed to:

THE COUNCIL FOR DEVELOPMENT & RECONSTRUCTION
TENDERS DEPARTMENT
TALLET AL-SERAIL- BEIRUT CENTRAL DISTRICT
BEIRUT – LEBANON
TEL: 961-1-980096/7 FAX: 961-1-981255

Bid shall bear the following identification:

Bid Document for Al Jabal Hospital
Goods and Civil Works

and the words

DO NOT OPEN BEFORE BID OPENING DATE

The Bid shall be submitted before 12:00 noon on Any Bid received after this date will not be considered.

17. Client Clarifications

The Client may ask any Bidder to clarify his Bid and provide additional information.

18. Bid Evaluation.

The Client will open the technical and financial envelopes, for all Bidders, in the Bid Opening Session. The bidders' names and the Bid Prices submitted by them shall be read out during the session.

The Client shall prepare minutes of the Bid Opening, including the information disclosed above and make it available to the Kuwait Fund for Arab Economic Development.

Subsequently the Client shall perform:

- A technical evaluation to exclude unsuccessful Bidders.
- A detailed evaluation of the financial offers of the technically qualified Bidders.
- Awarding the contract to the Bidder who has offered the lowest Evaluated Bid Price.
- 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 concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarification from the Bidder, including a detailed price analysis of its Bid price, method statement, source of material and samples and any other requirements of the bidding document. After evaluation of the price analysis, 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 has the option of rejecting the Bid.

A pass or fail method will be adopted to determine the responsiveness of the bid taken into consideration the description below in "Award Criteria".

19. Award Criteria:

The Client will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided, that the bidder is determined to be qualified to perform the contract satisfactorily.

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

- Which affects in any substantial way the scope, quality of performance of the works required to be executed;
- Which limits in any substantial way, inconsistent with the bidding documents, the client's rights or the Bidder's obligations under the contract;
- Whose rectification would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Client and may not subsequently be made responsive by the Bidders by correction of the material deviation, reservation, or omission.

20. Client's Right to Accept any Bid and to Reject any or all Bids :

The client does not bind himself to accept the lowest or any Bid and shall not be responsible for any costs incurred by Bidders in the preparation of their Bids or arising from any subsequent clarifications and/or negotiations.

The Client reserves the right to accept or reject any bid, and to annul the bidding process, and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Client's action.

21. Standstill period

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. The Standstill Period commences the day after the date the Client has published his intention to award. Upon expiry of the Standstill Period, specified in the Notification of Intention to Award or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a request to the successful Bidder to sign the draft negotiated Contract within fifteen (15) Business Days from the date of receipt of such notification.

22. Procedure of Complaints

For more details on the procedures for making a Procurement-related Complaint refer to chapter 7 "procedure of complaints" of the law no. 244 of public procurement in Lebanon dated 29/7/2021

الفصل السابع "إجراءات الاعتراض" من قانون الشراء العام في لبنان رقم ٢٤٤ تاريخ ٢٩/٧/٢١

The provisions of this clause are applicable only after the creation of the Complaints Authority. Meanwhile the rules of the State Council shall be followed.

23. Warranty Period and Provisions

The Warranty Period shall be two years from the date of the Preliminary Taking over, to include all labour hours costs to repair the systems and all spare parts needed to fix the unit including consumable items necessary for the operation of the system i.e. X-Ray tubes, Vacuum tubes, CRT etc.. During this period, the Bidder shall describe, in detail:

- Procedures adopted by the Bidder for maintenance and repair.
- List of disposables needed for the functioning of the equipment and associated prices for these items.
- Current updating of major software and systems.
- Qualified factory trained engineers on major equipment to ensure the warranty provisions is fulfilled as per manufacturer standards.
- Preventive maintenance schedule as per manufacturer standard.
- Licenses: all software Licenses will be issued in the client name.

24. Quality assurance and inspections

The client will undertake his own independent precommissioning inspection to verify that equipment installation, performance, and safety issues conform to the Bid's specifications and appropriate third-party standards and guideline [(e.g., ISO 9000 and 9001, etc.)], within [thirty (30)] days of turnover by the Bidders.

Following satisfactory inspection by the client or his designated inspecting agency, payment of retaining will be authorized.

All quality assurance checks, inspection, and testing to be performed by the Bidder before delivery shall be performed at the manufacturer's facility. The client reserves the right to witness any or all of these without prior notice to the Bidder. The Bidder will provide the client with a schedule of any quality assurance checks, inspections, and testing thirty (30) days before the delivery of the proposed system. However, the client shall be under no obligation to witness same, and failure of the client to witness any quality assurance checks, inspections, and/or testing shall not in any way relieve the Bidder of the obligation to fully comply with all of the requirements, codes, and standards pertaining the proposed Goods.

During the manufacture and at the completion of the proposed Goods, the Bidder shall perform quality assurance check. The result of these checks shall be recorded by the Bidder using his own reporting forms. Copies of the assurance forms used by the Bidder are to be included in the bid response.

25. Local Representation for Foreign Companies:

Before the signature of the contract the successful Bidder should designate a local representative or establish a local office in Lebanon with qualified staff in order to follow up the execution of the contract and to ensure the coordination between the client or his consultant and the supplier's main office. Otherwise, the CDR reserves the right to disqualify this bidder and award the contract to the qualified bidder offering the second lowest price.

26. Correspondences:

Please note that all correspondences with CDR during Bidding period (i.e. between the date of purchase of the Bidding dossier and the date of bids opening) should be made through the CDR Bidding Department fax # (961-1) 981255 otherwise it would not be considered. After bids opening date, correspondence shall be made exclusively through fax No. (961-1) 981252/253.

CONDITIONS OF CONTRACT

Section 2**CONDITIONS OF CONTRACT****DEFINITIONS, LAW AND LANGUAGE****1. Definitions**

(a) the Client means:

**COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION
TALLET AL-SERAIL
BEIRUT - LEBANON**

(b) The Consultant, means any person appointed by the Client in accordance with Clause 11(a).

(c) The Supplier means the company whose Bid is accepted for the supply, delivery and, where appropriate, installing, testing, on site training, commissioning and maintenance of the Goods.

(d) The Goods means the Equipment to be supplied, installed, tested and commissioned, as applicable, and maintained by the Supplier in accordance with the Contract awarded to the Supplier.

(e) The Specifications means the Specifications included in Volume II of the Contract Documents, as amended and amplified by the details provided by the Supplier in accordance with Clause 5(a) and all documents referred to therein or attached thereto.

(f) The Contract Price means the lump sum amount stated in the Agreement.

(g) The Works means all equipment, plant and works completed, or under installation by the Supplier.

2. Law

The "Contract" shall be construed according to the laws of Lebanon.

3. Language

The language of the Contract is English. If any document is translated into any other language, the English version shall prevail.

CONTRACT DOCUMENTS (MEDICAL AND CIVIL WORKS)**4. Priority of contract documents**

The Contract Documents comprise:

- (a) The Contract Agreement
- (b) Conditions of Contract and the Bid (Appendix No. 1).
- (c) The Specifications.
- (d) Bill of Quantities: Schedule of prices.

(e) The Drawings 1/50 & 1/100 .

Contract Documents shall be read and construed together but, in the event of discrepancies, they shall have the order of priority as shown above.

5. Documents to be provided by the supplier

- (a) The Supplier shall have provided, as part of his Bid, detailed specifications, model number, catalogue details, drawings or illustrations of the products on which his Bid Price is based. Prior to signing the Agreement, the Client shall have approved the details provided by the Supplier. If the Client has not so approved, the Supplier shall provide details of other equipment and supplies until approval is given.
- (b) Within 30 days of award of Contract, the Supplier shall provide to the Client drawings, samples and other information showing, where applicable, the mechanical and electrical services required for equipment and details of any supports, fixings, bases, ducts, access panels and any other work which has to be incorporated in the building contract before the Goods can be installed. Approved drawings and samples shall be signed or otherwise identified by the Client. The Supplier shall supply additional copies of approved drawings when requested by the Client. The Supplier shall provide within the time stated in Contract or in the program, drawings showing how the equipment is to be affixed and any other relevant information affecting its performance.
- (c) The Supplier shall supply three sets of Operation and Maintenance Manuals together with Drawings of the Works as built, and the Goods as supplied.
- (d) The supplier will supply a warranty that refurbished equipment are not submitted, and he will warrant that the offered goods are new, unused, offer the most recent or current model and those incorporate all recent improvement in design and materials. It shall be proven by original certificate from manufacturer.

GENERAL OBLIGATIONS OF THE SUPPLIER

6. General

The Supplier shall sign and seal the Agreement and shall supply, deliver, install, test, train on site and commission, as applicable, and maintain the Goods, in accordance with Contract, and to the complete satisfaction of the Client.

7. Laws, regulations etc.

The Supplier shall comply with all laws, statutes and regulations which may affect the performance of his duties under Contract, including but not limited to:

- (a) Laws in the country of manufacture of the Goods.
- (b) Laws in Lebanon related to the supply and installation of the Goods, including labour laws, tax laws, mandatory insurance and the like.

8. Patent rights

The Supplier shall indemnify the Client against all claims for infringement of patents, registered designs, copyrights, trademarks or other intellectual property rights and, in the event of any infringement, shall secure, at no cost to the Client, the right to use the relevant Goods.

9. Performance security

Seven days after contract's notification, the Supplier shall provide to the Client security for his proper performance of Contract, in the form of a bank guarantee as annexed to these Conditions. The bank guarantee shall be issued by a bank approved by the Client in Lebanon or by an approved foreign bank through a correspondent bank in Lebanon and shall be in a sum equal to ten percent of the Contract Price, and shall be payable to CDR upon its first demand, without cavil or argument and shall remain valid until 28 days after the issuing of the final taking over certificate.

The cost of the above-mentioned Bank guarantee shall be borne by the Supplier.

10. Goods to be provided to client's approval

The Goods to be provided by the Supplier shall be in accordance with the details approved by the Client in accordance with Clause 5, Paragraph (a). No variation in the Goods shall be allowed except as may be sanctioned by the Client.

GENERAL OBLIGATIONS OF THE CLIENT

11. General

(a) The Client may delegate some of his duties and powers under Contract to any party whose name(s) and the nature of duties or powers delegated shall be communicated to the Supplier at any time during the execution of Contract.

12. Access and facilities

- (a) The Client shall permit access to the Supplier and his representatives to the Works site at such times as may be necessary for the delivery, installation, testing, training, commissioning and maintenance of the Goods in accordance with a program proposed by the Supplier and approved by the Client
- (b) The Client shall provide water and electricity for the installation, testing, commissioning and maintenance of the Goods.
- (c) The consumption of the water and electricity shall be at the expenses of the supplier(s)

13. Customs duties, etc

The Client may obtain exemption from payment of customs duties, import license and miscellaneous customs duties for importation of the Goods into Lebanon. If notwithstanding the foregoing, the Supplier shall pay any such customs duties, indicating on a separated list, the amounts paid in his invoice. The Client shall reimburse the Supplier the net cost thereof on production and submission by the Supplier of official invoices, including invoices issued by the customs authorities or any other authorities.

14. Stamp duty and other charges

The Stamp duty of 4/1000 of the contract shall be paid to the Ministry of Finance and born by the Supplier within (5) five working days from the date of the notification of the contract. Another charge amount equivalent to 4/1000 of the contract amount shall be also deducted from each invoice, and paid to the Client.

SHIPPING AND DELIVERY OF GOODS TO BE SUPPLIED

15. Dates for delivery

The Supplier shall, within 21 days of the Notification date of Contract, submit to the Client for his consent a program, which shall take into account the agreed dates for delivery of the Goods, together with the proposed periods for installation, testing, commissioning, on site training and maintenance of the Goods as applicable in order to comply with Contract completion date.

If at any time it should appear to the Client that the Supplier's progress does not conform to the program to which consent has been given by the Client, the Supplier shall at the request of the Client, provide a revised program showing the modifications to such program necessary to ensure completion within the contractual time for completion.

The submission to, and consent by the Client of such programs, shall not relieve the Supplier of any of his duties or responsibilities under Contract.

16. Inspection prior to shipment

The Client shall have the right to inspect any of the Goods prior to shipment from the country of manufacture, by an inspection agency to be appointed by the Client. The Client shall notify the Supplier, no later than 30 days from the date of this Agreement with a list of the Goods, designated to be inspected prior to shipment by the nominated agency. The costs of such inspections / visits will be at the Supplier's account.

The Supplier shall inform the Client at least 30 days in advance of the date, when any of the Goods designated for inspection, will be ready for shipment, and he shall not ship any of these Goods until he has received the consent of the Client. On shipment, copies of the Bills of Lading, Airway Bills, evidence of insurance, inspection Documents and Reports and all other relevant documentation shall be sent to the Client, and shall be applicable to all equipment.

17. Packing

All Goods shall be adequately packed and protected against damage during transport; packing cases etc. shall be properly marked in accordance with a procedure to be agreed between the Client and the Supplier.

18. Storage

The Supplier shall be responsible for shipping the Goods from the country of manufacture to Lebanon, and for clearing the Goods at the port or airport and for its transport to the site of Al Jabal Governmental Hospital in Qornayel on the agreed dates for delivery and installation.

(a) The Supplier shall be responsible for the storage and safe keeping of any Goods shipped prior to the agreed delivery dates.

19. Client's right to delay delivery of goods

The Client shall have the right to order a delay in the delivery of Goods to the Hospital beyond the date agreed under Clause 14 above.

In such event, The Supplier shall ensure the safe storage of the Goods until the new delivery date, or up to 60 days beyond the agreed dates for delivery, whichever is less, at no additional cost to the Client

In the event that the period of delayed delivery ordered by the Client exceeds 60 days, but is less than 90 days, the net amount of any additional cost incurred by the Supplier shall be reimbursed by the Client.

If the period of delayed delivery ordered by the Client exceeds 90 days, the Client shall accept delivery of the Goods at an alternative location designated by him and the Supplier shall be paid the sums due to him against such delivery in accordance with Clause 36.

20. Acceptance and inspection of goods

Where Goods are to be supplied, without any subsequent installation, testing or commissioning by the Supplier and having been inspected by Inspection Agencies acceptable to the Client, they are to be delivered in accordance with Clause 17, accompanied by a delivery note listing all items and components. the Client and the Supplier's representative shall jointly inspect the Goods and, within 14 days of receipt, shall notify the Supplier of any discrepancy between the types and quantities delivered and the details shown on the delivery note and of any damage/defect to the Goods that the inspection reveals.

INSTALLATION, TESTING AND COMMISSIONING

21. Installation

The Supplier shall install the Goods and connect to the electrical and mechanical and other services points which are generally in position adjacent to the proposed location of the goods, if not the supplier is obliged to consider in his price any changes, modification, connection to the (main panel board, A/C machine, water supply,) needed in civil, electrical or mechanical works for the proper installation and function of the goods. The date of installation shall be agreed between the Client representative and the supplier.

22. Testing and commissioning

The Supplier shall test, calibrate and commission the Goods as appropriate so that, on completion, they are ready for operation. The Client reserves the right to witness the testing and commissioning and carry out such checks as he thinks fit, without thereby relieving the Supplier of his obligation to provide Goods in a fully operable condition.

The Client also reserves the right to delay the testing and commissioning of certain sensitive equipment until such time, the hospital /department is ready for operation.

23. Operating and maintenance manuals

At the time of testing and commissioning, the Supplier shall provide three copies of the manufacturer's operation and maintenance manuals and any other drawings and instructions "including CD" that may be necessary to enable the Client to carry out day-to-day adjustments and maintenance.

24. Training on site

The Client shall designate suitable personnel to be present during the installation, testing and commissioning of any of the Goods for the purposes of instruction in maintenance procedures. Additionally the Supplier shall provide the necessary on site training for up to 6 persons to be nominated by the Ministry of Health, according to a pre-agreed program between the Client and the Supplier, so that they can fully understand the operation of the Goods. Such training shall be provided by instructors accredited by the manufacturers of the designated Goods.

25. Preliminary Taking Over Certificate

25.1. Preliminary taking over procedures

- (a) The Goods and civil works shall be taken over by the Client when they have been completed in accordance with the Contract. The Preliminary Taking-Over Certificate shall be deemed to signify the Client's satisfaction with the Goods and the completion of the Supplier's obligations under Contract.
- (b) Two years' warranty period shall commence on the date of Preliminary Taking Over stated in the Taking-Over Certificate, to include labour costs and required spare parts.

25.2. Taking-over certificate

The Supplier may apply by notice to the Client for a Preliminary Taking-Over Certificate not earlier than 14 days before the Works for the Goods will, in the Supplier's opinion, be complete and ready for taking over under Sub-Clause 24.1.

The Client shall within 60 days, after the receipt of the Supplier's application either:

- (a) Issue the Preliminary Taking-Over Certificate to the Supplier, stating the date on which the Goods were complete and ready for taking over, or
- (b) Reject the application giving his reasons and specifying the work required to be done by the Supplier to enable the Preliminary Taking-Over Certificate to be issued.
- (c) Partial Taking Over of the goods shall not be permitted.

If the Client fails either to issue the Preliminary Taking-Over Certificate or to reject the Supplier's application within the period of 60 days, he shall be deemed to have issued the preliminary Taking-Over Certificate on the last day of that period.

N.B.: The Suppliers shall coordinate on site with all participants (other suppliers, if any, supervision consultant, Client,.....) for the delivery, installation and all works related to the good performance of their contract.

SUPPLIER'S WARRANTY AND MAINTENANCE

26. Defects

Due to the nature of the Hospital services, the Supplier shall exert all efforts to remedy any defects, promptly and expeditiously.

- (a) In the case any of the Goods supplied, prove to be defective, the Supplier shall replace with new, or repair to the satisfaction of the Client, as appropriate, Goods that become defective during the Warranty Period.
- (b) In the case any of Goods installed and/or tested and commissioned, the Supplier shall, on being notified by the Client of a defect during the Warranty Period, promptly remedy the defect and shall provide all components and skilled personnel required to rectify the defect. Such rectification shall include, as appropriate the following:
 - i) Telephonic and other advice to the Client
 - ii) Prompt attendance by the Supplier's agent in Lebanon to remedy the defect, within 24 hours, for critical major equipment.
 - iii) Visits to the hospital site by the manufacturer's technical staff to remedy the defect

- (c) Any rectification or replacement of any of the Goods during the warranty and maintenance period, shall be inspected and approved by The Client's representative.
- (d) Where rectification of a defect involves replacement of any item or of a major component or sub-assembly, the Warranty Period for that item, major component or sub-assembly shall run for two years from the date of the replacement.

27. Defects after taking over

27.1. Making good the defects.

The Supplier shall, subject to Sub-Clause 26.7, be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either:

- (a) Any defective materials, workmanship or design, or
- (b) Any act or omission of the Supplier during the Defects Liability period.

The Supplier shall make good the defect or damage as soon as practicable and at his own cost.

27.2. Notice of defects

If any such defect appears or damage occurs, the Client or his Party shall forthwith notify the Supplier thereof.

27.3. Extension of defects liability period

The provisions of this Clause shall apply to all replacements or renewals carried out by the Supplier as if the replacements and renewals had been taken over on the date they were completed.

The Defects Liability Period for the Goods shall be extended by a period equal to the period during which the Goods cannot be used by reason of a defect or damage. If only part of the Goods is affected, the Defects Liability Period shall be extended only for that part.

In neither case shall the Defects Liability Period be extended by more than one year.

27.4. Failure to remedy defects

If the Supplier fails to remedy a defect or damage within a reasonable time, the Client may fix a final time for remedying the defect or damage.

If the Supplier fails to do so, the Client may:

- (a) Carry out the remedy of the Goods himself or by others at the Supplier's risk and cost. The costs properly incurred by the Client in remedying the defect or damage shall be deducted from the Contract Price.
- (b) If the defect or damage is such that the Client has been deprived of substantially the whole of the benefit of the Goods or a part thereof, he may instruct the Supplier to remove such Goods from the site which shall be omitted from the Contract and the value of such parts shall be deleted from the Contract sum.
- (c) The Supplier will be liable for the lack of performance of the Hospital department, caused by defective equipment. A penalty of 0.5% of the equipment value will be imposed for every day of delay due to the lack of rectifying the defective equipment, up to a maximum of 30 days, after which the Client may instruct the Supplier to remove the item as per paragraph (b) above.

27.5. Removal of defective work

If the defect or damage is such that repairs cannot be expeditiously carried out on the Site, the Supplier may with the consent of the Client remove from the Site for the purposes of repair any part of the Works which is defective or damaged. It is the responsibility of the Supplier to ensure that the remaining equipment performance is not affected by the temporary removal of his equipment.

27.6. Further tests on completion

If the replacements or renewals are such that they may affect the performance of the Goods, the Client will request that Tests on Completion be repeated to the extent necessary. Such request shall be made by notice within 28 days after the replacement or renewal. The Tests shall be carried out in accordance with the instructions of the Client.

27.7. Defects of client's and consultant's design

The Supplier shall provide working drawings for implementation of his equipment and it is his responsibility to ensure the Works site is suitable for receiving his Goods. If the Supplier is in any doubt, he must seek approval from the Client and supervising Consultants prior to the installation of his Goods or parts.

27.8. Warranty

The Supplier shall warrant that the Goods are in accordance with the Specifications and he shall rectify, free of charge, any defects that develop within two years from the date of the Preliminary Taking-Over Certificate (hereinafter called 'Warranty Period'). Provided always that the defects are not due to normal wear and tear or to any misuse by the Client.

The warranty period shall include labor and spare parts.

28. Final Taking Over Certificate

When the Warranty Period for the Goods or any part thereof has expired and Supplier has fulfilled all his obligations under Contract for defects in the Goods or that part, the Client's Party shall issue within 28 days to the Supplier a Final Taking-Over Certificate to that effect, stating the date on which the Supplier shall have completed his obligations to Supply, Install, Test, Commission, train and Maintain the Goods as appropriate and remedy any defects in connection therein to the Client's satisfaction.

29. Spare parts and maintenance

The Supplier must guarantee that he will continue to provide for a minimum of seven years spare parts and 'after-sales service' for the Goods.

The Supplier shall provide a list of manufacturer's recommended spare parts and consumables, required for a period of three years operation and maintenance, starting from the end of warranty period.

VARIATIONS

30. Variations

The Client shall have the right to order variations in the quantity or types of the Goods to be supplied, without thereby invalidating the Contract.

30.1. Procedure for variations

Before any variation is ordered by the Client, he shall request from the Supplier a written estimate of the cost of the variation and within 28 days after receipt, he shall either issue a written variation order to the Supplier or notify the Supplier that the variation order will not be implemented.

30.2. Value of variations

The Supplier's estimate of the cost of any variation shall, where applicable, be based upon the unit rates and prices stated in the Bid Offer / Bill of Quantities - Schedule of Prices.

The cost of all variations shall be added to, or deducted from the Contract Price, as the case may be.

30.3. Variation order procedure

Prior to any Variation Order. The Client shall notify the Supplier of the nature and form of such variation.

As soon as possible after having received such notice, the Supplier shall submit to the Client:

- (a) A description of the Work, if any, to be performed and a program for its execution, and
- (b) The Supplier's proposals for any necessary modifications to the Program, according to any of the Supplier's obligations under the Contract, and
- (c) The Supplier's proposals for adjustment to the Contract Price (not to exceed 10% of the value of the Contract, without altering the Bid Offer / Bill of Quantities - Schedule of Prices)

Following the receipt of the Supplier's submission, the Client shall, after due consultation between his representatives and the Supplier, decide whether or not the variation shall be carried out.

If the Client decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such, in accordance with the Supplier's submission or as modified by agreement.

RESPONSIBILITY AND INSURANCE

31. Responsibility

The Supplier shall remain responsible for the storage, safe keeping and protection of the Goods until issue of the Preliminary Taking-Over Certificate and shall replace any Goods that are damaged or become defective during the period of his responsibility.

32. Insurances

- (a) The Supplier shall insure the Goods to the full replacement cost against loss or damage from all risks up to, and until the date of the Preliminary Taking-Over Certificate.

(b) The Supplier shall maintain such other insurances as are required by law for death or injury to any of his workmen, or any other persons for whom he is responsible, who are engaged by him for the transport, unloading, installation, testing, commissioning, repairs or maintenance of the Goods.

Third Party Insurance: the Supplier shall maintain a third party insurance in an amount of US Dollars 1 000 000 (one million) for any incident and unlimited number of incidents against damage or injury to Works or personnel on site.

(c) The Supplier shall provide evidence to the Client, prior to the shipment of any Goods, that the insurances required under Contract have been effected and shall provide the insurance polices to the Client for his approval. The Supplier shall effect all insurance for which he is responsible with insurers and in terms approved by the Client.

The Supplier shall notify the insurers of changes in the nature, extent or program for completion of Contract and ensure the adequacy of the insurances at all times in accordance with the terms of Contract and shall, when required produce to the Client the insurance policies in force and the receipts for payment of the current premiums.

If the Supplier fails to effect and keep in force any of the insurances required under Contract, or fails to provide the policies to the Client, then and in any such case, the Client may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose, and from time to time, deduct the amount so paid from any money due or to become due to the Supplier, or recover the same as a debt due from the Supplier.

TIME FOR COMPLETION AND DAMAGES FOR DELAY

33. Time for completion

The Contract's period for the supply, delivery, installation and commissioning of goods shall be Six months, starting from the contract's signature and notification date. Provided that, if for any cause for which the Supplier is prevented from delivering, installing, testing training and commissioning the Goods by the date for completion, a new date shall be set by the Client which is fair and reasonable in the circumstances.

34. Damage for delay

If the Supplier fails to complete delivery, and where appropriate, installation, testing training and commissioning of the Goods by the date for completion stated in Clause 32, the Client shall be entitled to deduct from the Contract Price a sum equal to 0.30% of the Contract Price for each day or part of a day which elapses between the date for completion and the date stated in the Completion Certificate. Such deductions are not to exceed 10% of the total value of the Contract.

35. Termination

If the Supplier, without reasonable excuse has failed to commence the work, after the damage delay time, the Client, may, after giving 14 days notice to the Supplier, enter upon the site and the Works, and terminate the employment of the Supplier, without thereby releasing the Supplier, from any of his obligations or liabilities under the contract, or affecting the rights and authorities conferred on the Client, by the contract, and may himself complete the Works, or may employ any other Supplier, to complete the Works.

The Client, or such other Supplier, may use for such completion so much of the previous Supplier's equipment's, temporary works, and materials as he or they may think proper.

35.1. Valuation at date of termination

The Client shall, as soon as may be practicable after any such entry and termination, fix and determine ex parte, or by or after reference to the parties or after such investigation or inquiries as he may think fit to make or institute, and shall certify :

What amount (if any) had, at the time of such entry and termination, been reasonably earned by, or would reasonably accrue to the Supplier, in respect of work then actually done by him under the Contract, and

The value of any of the said unused or partially used materials, any Supplier's equipment and any Temporary Works.

35.2. Payment after termination

If the Client, terminates the Supplier's Employment under this Clause, he shall not be liable to pay to the Supplier any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Client have been ascertained. The Supplier shall then be entitled to receive only such sum (if any) payable to him upon due completion by him after deducting the said amount. If such amount exceeds , the sum which would have been payable to the Supplier on due completion by him, then the Supplier shall, upon demand, pay to the Client, the amount of such excess and it shall be deemed a debt due by the Supplier to the Client, and shall be recoverable accordingly.

CONTRACT PRICE AND PAYMENTS

36. Contract price

"The Contract unit Price" is fixed and it shall not be varied on account of variations in the costs of materials, labour, transport, currency exchange rates or any other matter affecting the cost of the Goods.

All expenses related to Electrical and water consumption needed during the execution of the Project as well as security measures, cleaning of the site and offices expenses shall be borne by the supplier(s) on prorate basis.

37. Payment procedures

The Client shall pay to the Supplier the Contract Price by Direct Payment in accordance with the terms or as otherwise agreed, subject to Clause 38 of these Conditions.

38. Stage payments

38.1. Payments for the goods (Medical Equipment and Furniture) shall be made by the Client as follows:

- Twenty percent (20%) percent of the Goods price shall be paid as down payment, against provision of a bank guarantee for the same amount. The bank guarantee shall be issued by a Lebanese bank or a foreign bank through its correspondent in Lebanon and remain valid until the issue of the Preliminary Taking Over Certificate, according to the form of down payment guarantee included in the bidding document.

- Fifty percent (50%) of the Goods price upon delivery of goods to all the Hospitals against a certificate of Delivery duly signed by the Consultant and by the relevant authority of the Hospital.
- Thirty percent (30%) of the Goods price upon the issue of the Preliminary Taking Over certificate duly signed by the Client.

38.2. Payments of Civil and Electromechanical works shall be made by the Client upon submission by the Supplier at the end of each month an interim payment certificate showing:

- a) The value of the permanent works executed, checked and approved by the Engineer.
- b) A retention money of 10% shall be applied to each payment.
- c) Minimum payment value shall not be less than 75,000 USD per payment.

Payment of retention money: upon the issue of the Provisional taking over certificate of the whole Contract, the retention money shall be paid to the Contractor.

39. Time of payment

The amount due to the Supplier under clause 37 shall be paid by the Client to the Supplier within 60 days, after the Supplier has submitted his payment certificate to the Client.

40. Drawings

Before starting any order, supply, installation and erection of any equipment or material, the Contractor must prepare and submit for approval the room data sheets (plans and elevations) at scale 1/50 for all spaces showing the implantation of all equipments, with the related room data sheet. The Contractor must make his own surveys, on site concerning the location of the electrical and mechanical sockets and outlets, and must adjust its positions accordingly if necessary.

41. Settlement of disputes

41.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

41.2. Jurisdiction

In the event the Parties should be unable to arrive at an amicable settlements, the dispute shall be submitted to the Competent Courts of the Republic of Lebanon.

۱

۲

FORMS

KEY PERSONNEL
GOODS
BIO-MEDICAL & MAINTENANCE ENGINEERS

Designation	Name and Nationality	Summary of experience	Qualifications, and present Occupation
<u>Site Office:</u>			

The Bidder shall list in this Schedule the Key personnel that he proposes to employ at headquarters and on site to supervise the Works, together with their qualifications, experience, positions held and nationality.

LIST OF DOCUMENTS

Supply and Installation of Medical Equipment, Furniture and related Civil and Electromechanical Works for CT Scanner, Standby Generator and ICU Unit to Al Jabal Hospital – Kornayel

To: _____

The Bidder must complete and sign the form below to define clearly all the documents included with his Bid. All Documents shall bear the Bidder's initial stamp.

The Bidder shall add to this list any addenda supplements issued.

REMARKS

DESCRIPTION OF CONSTRUCTION CONTRACT DOCUMENT	NO.	REF. & DATE
--	-----	----------------

The Project Manual containing the following:

Volume I	TENDER CONDITIONS AND CONDITIONS OF CONTRACT
Volume II	SPECIFICATIONS:
Volume III	BILL OF QUANTITIES: SCHEDULE OF PRICES
Volume IV	THE BID (APPENDIX NO 1)
Volume VI	THE DRAWINGS

A CD (containing the BOQ and the Specifications).

This CD (soft copy) is included with the Bid Documents in order to facilitate the preparation of the offer.

However, only the hard copy of the purchased Bid documents signed (or initialed) and stamped by the authorized person will be considered for evaluation.

Date:
 (Signature of Bidder)

SPECIMEN FORM**BANK GUARANTEE FOR GOOD PERFORMANCE OF THE CONTRACT**

To : Council for Development & Reconstruction
Tallet el Serail
Beirut – Lebanon

Dear Sirs,

RE. : Guarantee for Good Performance of the Contract No.

According to the terms of Contract, dated for the
....., concluded between the Council for Development and Reconstruction
(hereafter called CDR) and
.....
.....
(hereafter called Supplier),

The Supplier undertakes to produce a Bank Guarantee for good performance of the contract
of% of the value of the contract or the amount of

We hereby unconditionally and irrevocably guarantee jointly and severally with the Supplier
and as primary obligator and not as surety merely, to pay the CDR upon its first demand
and without cavil or argument, any amounts up to the maximum of,
in the event according to the binding opinion of the CDR, the Supplier would fail to comply with
his contractual obligations.

The failure of the Supplier to comply with his contractual obligations shall be advised to us
in writing with a copy to the Supplier.

In case of any claim under this Guarantee, payments shall be made to the Kuwait Fund for Arab
Economic Development (Account of Lebanon) and the Council for Development and
Reconstruction – Beirut, in their respective financing proportions.

This guarantee shall enter into effect on the date of entry into force of the contract and shall
remain in full force and effect until (insert date) or until 28 days after the issuing
of the Final Taking Over Certificate, whichever comes later.

Date :

Signature of Bank :

SPECIMEN FORM

BANK GUARANTEE FOR DOWN PAYMENT

To : Council for Development & Reconstruction
 Tallet el Serail
 Beirut – Lebanon

Dear Sirs,

RE. : Guarantee for Down Payment of the Contract No.

According to the terms of Contract, dated, for the, concluded between the Council for Development and Reconstruction (hereafter called CDR) and

.....

 (hereafter called Supplier),

The Supplier undertakes to produce a Bank Guarantee for Down Payment of the contract of% of the value of the contract or the amount of

We hereby unconditionally and irrevocably guarantee jointly and severally with the Supplier and as primary obligator and not as surety merely, to pay the CDR upon its first demand and without cavil or argument, any amounts up to the maximum of, in the event according to the binding opinion of the CDR, the Supplier would fail to comply with his contractual obligations.

The failure of the Supplier to comply with his contractual obligations shall be advised to us in writing with a copy to the Supplier.

In case of any claim under this Guarantee, payments shall be made to the Kuwait Fund for Arab Economic Development (Account of Lebanon) and the Council for Development and Reconstruction – Beirut, in their respective financing proportions.

This guarantee shall enter into effect on the date of payment to the supplier of the Down Payment and shall remain valid until (insert date) or until the issue of Preliminary Taking Over Certificate, whichever comes later.

Date

Signature of Bank :

FORM OF BID SECURITY (BANK GUARANTEE)

To: Council for Development and Reconstruction
 Tallet el Serail
 P.O.Box 11/3170
 Beirut, Lebanon

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

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

SEALED with the Common Seal of the said Bank this _____ day of _____ 200 _____

THE CONDITIONS of this obligation are:

1. If the bidders withdraw his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder having been notified of the acceptance of his Bid by, the Employer during the period of bid validity:
 - a- fails or refuses to execute the Form of Agreement; or
 - b- fails or refuses to furnish or to increase the Performance Security, or
 - c- refuses to accept the correction of the errors in his Bid,

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

This Guarantee will remain in force up to and including the date (150) days after the deadline for submission of the Bids, as it may be extended by the Employer at any time prior to this date, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK.....

IN THE CAPACITY OF.....

WITNESS..... SEAL.....
(Signature, Name, and Address)

(The bid security submitted by the bidder shall be in strict conformance with the above sample form. Any alternate form/text would result in the rejection of the bid)

CONTRACT AGREEMENT

FOR

Supply and Installation of Medical Equipment, Furniture and related Civil and Electromechanical Works for CT Scanner, Standby Generator and ICU Unit to Al Jabal Hospital – Kornayel

THIS AGREEMENT is made day of year between **THE COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION** (hereinafter called the Client) and

..... (hereinafter called the Supplier).

WHEREAS the Client has accepted a Bid from the Supplier for the Preparation of Bidding Document Related to the Supply and Installation of Medical Equipment, Furniture and related Civil and Electromechanical Works for CT Scanner, Standby Generator and ICU Unit to Al Jabal Hospital – Kornayel.

THE PARTIES HERE TO agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract.
2. The following documents shall be read and construed as part of this Agreement.

The Contract Agreement

The Conditions of Contract and the Bid (Appendix No. 1) for Medical Equipment
The Drawings scale 1/50 (indicative) loaded drawing and 1/50 1/100 for Medical Equipment and Civil Works.

The Specifications for Medical Equipment and Civil Works.

The Bid Offer / Bill of Quantities: Schedule of Price for Medical Equipment and Civil Works.

3. In consideration of the payments to be made by the Client to the Supplier as stated herein, the Supplier covenants to supply, install, test, commission, train, and provide a two year warranty, as applicable, and maintain the Goods and rectify any defects therein, in accordance with the Contract.
4. The Client hereby covenants to pay the Supplier the Contract Price of or such other sum as may become due under the terms of the Contract in the manner and at the times stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

For the Client

Signed, sealed and delivered

by

(Signature of the Client)

For the Supplier

Signed, sealed and delivered

by

(Signature of the Supplier)

"Joint Venture Agreement" (to be completed and signed by each partner of the bidder and attached to the technical proposal)

SPECIMEN

JOINT VENTURE AGREEMENT

This agreement is made the _____ day of _____ 200____, by and between:

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

and

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

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

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

_____ (hereinafter called "the Project")

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

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

1 ESTABLISHMENT OF THE JOINT VENTURE

The Parties hereby agree to constitute themselves as a Joint Venture under the name of _____, hereinafter called "the Joint Venture".

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

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

2 LIABILITY

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

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

3 REPRESENTATION

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

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

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

4 REVENUE DISTRIBUTION

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

First Party	_____ %
Second Party	_____ %
_____	_____ %

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

5 EXCLUSIVITY

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

6 OBLIGATION TO TENDER

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

7 DURATION

- 7.1 This joint venture agreement shall enter into force and effect as of the date first written above.
- 7.2 This joint venture agreement shall expire if the Joint Venture's tender is rejected or in case the Contract is awarded to another bidder.
- 7.3 In case the Contract is awarded to the Joint Venture, this joint venture agreement shall remain in force until all obligations of the Parties under the Contract have been fulfilled and each of the Parties have honored its obligations towards the other.

8 RIGHTS OF CDR

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

9 SETTLEMENT OF DISPUTES

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

{Note: choose one of the Alternatives and delete the rest!}

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

Alternative 2: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration for final settlement in accordance with the procedures applicable under the Laws of the Republic of Lebanon.
Alternative 3: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be finally settled by either party under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Alternative 4 Any other alternative of JV Partners acceptable to CDR

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

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

FIRST PARTY

SECOND PARTY

NAME:

NAME:

TITLE:

TITLE:

SIGNATURE:

SIGNATURE:

STAMP:

STAMP:

AGENCIES AND DISTRIBUTORSHIP

The Bidder shall submit a list of all his exclusive agencies or distributorship of Goods, companies that he represents:

REFERENCE / RELEVANT PROJECTS

Give below all the information for relevant projects, executed by the Bidder over the past Five (5) years, which are most similar in nature to the Project and from which references may be taken.

Project name :

Employer :

Description and location:

Contract price : Date :

Percentage participation of Bidder in Project:

Was contract satisfactorily completed:

Project name :

Employer:

Description and location:

Contract price : Date :

Percentage participation of Bidder in Project:

Was contract satisfactorily completed:

Project name :

Employer:

Description and location:

Contract price : Date :

Percentage participation of Bidder in P

PROJECTS IN PROGRESS

Give below information for all projects in progress including those where the Bidder has received a letter of intent, but a formal contract has not yet been awarded.

Project name :

Employer:

Description and location:

Percentage participation of Bidder in Project:

Value of contract:

Scheduled date for completion of work.

Project name :

Employer:

Description and location:

Percentage participation of Bidder in Project:

Value of contract:

Scheduled date for completion of work.

FORM OF BID

Name of Project:

Supply and Installation of Medical Equipment, Furniture and related Civil and Electromechanical Works for CT Scanner, Standby Generator and ICU Unit to Al Jabal Hospital – Kornayel

To: REPUBLIC OF LEBANON
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

1. Having examined the Bid Conditions and Procedures, Conditions of Contract, Technical Specifications, Drawings and execution of the above-name Project, we, the undersigned, offer to execute and complete the said Project and remedy any defects therein in conformity with the said Bid Conditions and Procedures, Conditions of Contract, Technical Specifications, Drawings and Bill of Quantities for the Sum of US Dollars, VAT being not applicable or such other sum as may be ascertained in accordance with the said Conditions
2. We acknowledge that the appendix forms an integral part of our Bid.
3. We acknowledge that we have received and incorporated the following Addenda in our Bid:
4. We undertake, if our bid is accepted, to commence the works from the Contract's notification date, and to complete the whole of the Works comprised in the Contract within the time for completion stated in the Appendix No. 1.
5. We agree to abide by this Bid for the period of 120 days from the closing date for submission of bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until an agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Date :

Seal and Signature :

In the capacity of :

Duly authorized to sign bids for and on behalf of :

Address :

Witness :

Occupation :

Address :

N.B. This Form of Bid should be delivered with "Envelope No. 2, Financial Offer" of the Bid.

ANNEX A
V.A.T. PROCEDURES

Based on the applicable decrees issued to date concerning the application of VAT, the following applies.

1. The contractor should be registered at the Ministry of Finance in order to be eligible for reimbursement of the VAT, either through the CDR or through the Ministry of Finance, whichever is applicable.
2. For contracts that are 100% locally funded, the contractor should bill CDR a 11% VAT with each invoice.
3. For contracts totally or partially funded from external sources, the contractor should bill CDR a 11% VAT for the locally funded portion of the invoice.
4. For contracts funded totally from external sources, the contractor should not bill CDR any VAT.
Any VAT paid by the contractor should be recouped from the Ministry of Finance directly.

Additional information concerning VAT application is available at the office of the VAT at the premises of the Ministry of Finance – Bechara El-Khoury Street – Beirut.

FORM OF MAINTENANCE AND SPARE PARTS COMMITMENT**Maintenance commitment**

I the Undersigned
Offer upon the completion of defects liability period to carry out on site after sales services for a further period of seven years in accordance with Clause 28 of the Conditions of Contract "Maintenance".

We hereby, certify that the spare parts for the offered goods, as per contract, are available for a period of 7 (seven) years.

Date

Name of Bidder
On Behalf of
.....

Name
Address

Signature

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.