

# كهرباء لبنان

"مؤسسة عامة"

ELECTRICITE DU LIBAN

"Etablissement Public"

شارع النهر - بيروت - تلفون : 01-442720

تلغرافيا : كهرباء لبنان

فاكس : 01583084

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رقم المحفوظات

رقم الصادر ٩٨١

بيروت في : ٢٠٢٦/٢/١٣

الموضوع: المناقصة العمومية رقم م.ع.٢٥/٧٨ - تشغيل وصيانة معلمي دير عمار والزهراني لمدة خمس سنوات - دفعة ثانية من الأجوبة على طلبات استيضاح واردة من عارضين محتملين حول دفتر الشروط.

المراجع: - الفقرة ٨ من تعليمات لمقدمي العروض من دفتر الشروط.  
- المادة ٢١ من قانون الشراء العام.

بالإشارة الى الموضوع أعلاه،

وحيث ورد الى مؤسسة كهرباء لبنان عدة طلبات استيضاح خطية من عارضين محتملين حول دفتر الشروط العائد للمناقصة العمومية رقم م.ع.٢٥/٧٨ العائدة لتشغيل وصيانة معلمي دير عمار والزهراني لمدة خمس سنوات، المعلن عنها على موقع هيئة الشراء العام تحت الرقم ١٠٢٢٧ بتاريخ ٢٥/١١/٢٠٢٥، كما تم طرح عدة أسئلة خلال الاجتماع ما قبل تقديم العروض الذي انعقد بتاريخ ٢٦/١/٢٠٢٦،

لذلك، تجدون ربطاً الأجوبة (الايضاحات) على طلبات الاستيضاح الأنفة الذكر، في المستند المرفق المؤلف من عشر صفحات (١٠) مطبوع على وجهها Recto متضمنة ٢٤ سؤالاً مع الأجوبة لكل منها كما وملاحظة وجداول توضيحية.

تجدد الاشارة الى أنه تمّ نشر هذه الايضاحات على موقع هيئة الشراء العام [www.ppa.gov.lb](http://www.ppa.gov.lb) (اعلان رقم ٢٥/١٠٢٢٧) حيث سبق وتمّ نشر دفتر الشروط، كما نشير إلى أنه سيتمّ نشر وابلاغ الاجوبة على أية طلبات استيضاح خطية قد ترد حول دفتر الشروط ضمن المهلة المحددة لذلك في التعليمات لمقدمي العروض من دفتر الشروط، تباعاً ضمن المهلة المحددة لذلك.

وتفضلوا بقبول الاحترام

ع.ب

فهل

رئيس مجلس الإدارة  
المدير العام

كمال الحايك



مرفق ربطاً مستند من ١٠ صفحات Recto.

إيضاحات مديرتي الإنتاج والدراسات حول بعض الأسئلة المقدمة من قبل بعض الشركات التي اشترت دفتر الشروط العائد لتشغيل وصيانة معمل دبر عمار والزهراني لمدة خمس سنوات

(٢)

Q1: The qualification for primary positions specifies that certificates must be submitted "signed as per original". Could you please clarify whether this requires authentication or notarization by the relevant authorities? (pg. 90, tender book)

A1:

تضمن دفتر الشروط في الصفحة "٩٠" الملاحظة التالية:  
" يجب على المعارض تقديم السير الذاتية الموقعة للموظفين المؤهلين، وتكون مرفقة بشهادات موقعة وفقاً للأصول وبتقارير الخبرة التي تؤكد محتويات هذه السير الذاتية، والمؤهلات المذكورة أعلاه."

This means that all information included in the CVs must be accompanied by related supporting certificates. If copies of these certificates are submitted, they must be certified or stamped with the "Certified Copy" or "نسخة طبق الأصل" by the issuing authority.

Furthermore, the original copy of any certificate or document can be presented to the Procurement and Supply Department at Électricité du Liban (EDL), before the bid submission deadline, then the uncertified copy will be stamped by them with the stamp "نسخة طبق الأصل", thus making the certificate or document valid and acceptable during the bid evaluation process.

Q2: Additionally, does this requirement apply to all personnel, including expatriate staff, or only to Lebanese employees?

A2: The above-mentioned Answer "A1" can be applied to all related documents mentioned in the Tender Document.

Q3: The age qualification for primary positions recommends that employees be below 55 years old, while for the Plant Superintendent role, it is noted as recommendation but not mandatory. Could you please clarify whether the Operator must adhere to the 55-year recommendation for all primary positions, or if the general clause limiting employees to a maximum of 64 years applies instead? (pg. 54, tender book)

A3: Wherever it is mention in the Tender Document recommended "يفضل", this means it is recommended and it is not mandatory.

Q4: With reference to the Bank Secrecy Waiver (pg. 94, tender book) included in the qualification requirements, the waiver authorizes EDL, at any time, to request banks statements related to the contractor's assigned bank account, as well as bank accounts of third parties to whom funds may have been transferred too.

- Firstly, the contractor does not have legal authority to obtain or disclose bank statements of third parties; and

- Secondly, the wording of the waiver appears to extend beyond the provisions of the applicable bank secrecy law.

Could EDL kindly clarify the exact information being requested through this waiver, and to clearly define the contractors' obligations under this waiver, in order to ensure that the requirements are fully understood

A4: The Form (Q7), page 94 of the Terms Document, is the Form approved by the Public Procurement Authority and is a unified Form for all Terms Documents. The bidder must adhere to this Form without any modification.

Q5: The BOQ specifies a total manpower requirement of 142 personnel across both power plants. However, Annexes 8.1 and 8.2 indicate the current manpower is 119 and 114 personnel respectively, totaling to 233 personnel across both plants. While the actual on-site workforce is approximately 300 personnel across both plants. Kindly clarify whether the BOQ manpower figure represents the total and maximum manpower obligation of the incoming Operator throughout the contract duration. We ask this question to unify the pricing amongst all bidders.

A5: The manpower mentioned in BoQ are the mandatory personnel required for the safe operation and maintenance of main facilities.

The manpower of the secondary services (i.e. Cleaning, First aid and medical, Pest control, Landscaping and Gardening, etc.) are not specified as in the BoQ by a mandatory number of manpower, for the reason that the most important for the Owner "EDL" the quality of these secondary services but not the quantity of manpower.

Q6: Please confirm whether the incoming Operator shall have full contractual authority to align site manpower strictly with the BOQ requirement of 142 personnel, including the right to replace or reduce existing staff, subject to applicable labor regulations.

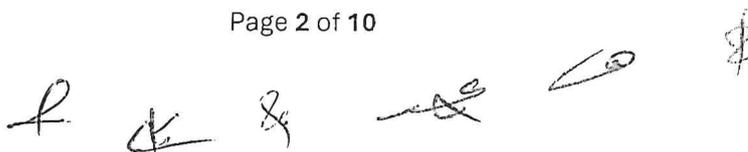
A6: Please refer to the answer "A5" mentioned above.

Q7: If the incoming Operator is required to retain or compensate personnel beyond the 142 BoQ positions, kindly clarify which party shall bear the associated costs and liabilities, including salaries, severance, indemnities, and potential labor claims.

A7: Please refer to the Tender Document and to the answer "A5" mentioned above, which are the only requirements for the Owner "EDL" in this regard.

Q8: Kindly clarify whether any personnel not explicitly listed within the BOQ manpower positions including support staff, indirect labor, and third-party resources may become the responsibility or cost exposure of the incoming Operator at any stage of the contract.

A8: Please refer to the Tender Document and to the answer "A5" mentioned above, which are the requirements for the Owner "EDL" in this regard.

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- Q9: Could you clarify the specific dispute resolution processes outlined for this contract? Will mediation, arbitration, or litigation be prioritized in the event of a conflict? Can this be arbitration since we saw that local law did not have a way to deal with the financial crisis?
- A9: Please refer to Clause 21, Pages 237 & 238.
- Q10: Is there an expedited resolution mechanism for urgent matters, particularly those that could impact service continuity?
- A10: This question is not clear enough, in case it related to "Q9" above, please refer to Clause 21, Pages 237 & 238.
- Q11: Are there specific timeframes or deadlines for each stage of the dispute resolution process to ensure timely resolutions?
- A11: The timeframe of any dispute resolution process is not related neither to the Owner nor to the Operator decision, it is related to the Third Party of dispute (i. e. Judicial authorities, Court. Etc.).
- Q12: Is it possible that EDL can pay its dues exclusively in US dollars?
- A12: The owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "14" of section II: Bid Data Sheet (BDS), page 39, and Clause "7" of section VI: Conditions of Contract, page 218, of this Tender Document.
- Q13: Considering payments are pegged to the BDL exchange rate on the invoice date, could you elaborate on how the rate will be determined if fluctuations occur within the day?
- A13: The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "14" of section II: Bid Data Sheet (BDS), page 39, and Clause "7" of section VI: Conditions of Contract, page 218, of this Tender Document.
- Q14: Are there provisions to address significant discrepancies between the official BDL exchange rate and the black-market rate? If so, could you describe them?
- A14: The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document. And the upon Operator request, Owner would support the Operator in order to carry out his banking transactions according to his capabilities and interest.
- Q15: Who will bear the exchange rate risk in case of substantial variation between the official and parallel market rates?
- A15: The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "14" of section II: Bid Data Sheet (BDS), page 39, and Clause "7" of section VI: Conditions of Contract, page 218, of this Tender Document.

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- Q16:** Could you clarify if there are any caps on cash withdrawals from accounts where payments are received? If so, what are the specific limitations? Currently we withdraw Lebanese Lira to buy equivalent in USD from the market.
- A16:** The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document. And the upon Operator request, Owner would support the Operator in order to carry out his banking transactions according to his capabilities and interest.
- Q17:** Are there restrictions on fund transfers from the receiving account to other local or international accounts?
- A17:** The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document. And the upon Operator request, Owner would support the Operator in order to carry out his banking transactions according to his capabilities and interest.
- Q18:** If an official exchange process commences, could you specify how it will work for legally converting LBP payments into foreign currency? Can you clarify from BDL?
- A18:** The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document. And the upon Operator request, Owner would support the Operator in order to carry out his banking transactions according to his capabilities and interest.
- Q19:** Will there be an option for third-party guarantees or assurances, such as from a credible international bank, to mitigate payment-related risks?
- A19:** This question is not clear enough, The Owner (EDL) will respect the content of the Tender document accordingly.
- Q20:** Given the current economic climate, how has EDL accounted for potential increased delays or additional liquidity constraints in the banking sector?
- A20:** The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document. And the upon Operator request, Owner would support the Operator in order to carry out his banking transactions according to his capabilities and interest.
- Q21:** Could you provide insight into how the project's cash flow and liquidity are expected to be managed, especially under any further withdrawal restrictions or transfer limits?
- A21:** The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "14" of section II: Bid Data Sheet (BDS), page 39, and Clause "7" of section VI: Conditions of Contract, page 218, of this Tender Document.
- Q22:** What measures are in place to maintain the financial viability if there are significant delays in payment?

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A22: The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause “14” of section II: Bid Data Scheet (BDS), page 39, and Clause “7” of section VI: Conditions of Contract, page 218, of this Tender Document.

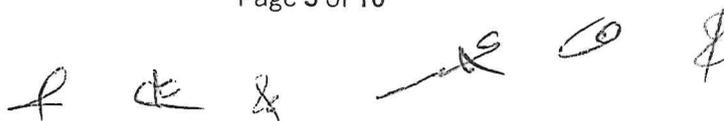
Q23: In the event of new banking regulations or additional restrictions, will there be provisions to adjust the payment terms accordingly?

A23: The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause “14” of section II: Bid Data Scheet (BDS), page 39, and Clause “7” of section VI: Conditions of Contract, page 218, of this Tender Document.

Q24: We are willing to present our performance bond in the Lebanese Pounds in case we were the winning bidder, therefore kindly confirm whether it is acceptable or not.

A24: The winning bidder should submit to the Owner (EDL) the performance bond according to the terms and condition of the Tender Document, which is equal to 10% of the contract price, this means the performance bond should be submitted to the Owner in the same currency of the contract price and/or the priced BoQ.

N.B.: Please find hereby attached the list of the major activities performed recently by the current Operator (or in-progress), in order to have more clearly figure in relation to the Operator’s obligations of Article “2.5- Survey of Installations” of “Section V: Schedule of Requirements” of the Tender Document for Operation and Maintenance of Deir Amar and Zahrani CCPPs, in addition to only one item added for Zahrani CCPP.

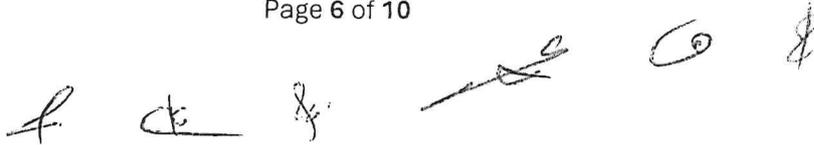
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**ZAPP Major Activities Performed (or in-progress) During years 2024 – 2026**

Seq.	Activities	Status	Completion Year
1	Supply and Installation of new PLC for Potable and Desalination.	Completed	2025
2	Major repair for Lube Oil Coolers of both Gas Turbines and Steam Turbine.	Completed	2025
3	Major repair on Diverter Damper of both Gas Turbines.	Completed	2025
4	20 Years due maintenance for GCB of both Gas Turbines and Steam Turbine.	Completed	2025
5	Replacement of Power Plant Fence.	Completed	2025
6	Steam Turbine Minor Inspection (B-Inspection).	Completed	2025
7	Replacement of sight glass and drain valves for both Gas Turbines.	Completed	2025
8	220 KV GIS. 10 years' maintenance.	In progress	2026
9	Install a new protection sheet on LP extraction line (bleeding line).	Completed	2025
10	To repair/replacement of the S90 (trip block).	In progress	2026
11	To provide 220kV bushings and 15KV Bushing for generator single-phase step-up transformer 220kV/15kV spare unit.	Completed	2025
12	Install a nitrogen capping system on the Auxiliary boiler for long term preservation.	Completed	2025
13	Perform the necessary Major Overhaul for the black start diesel and generators.	In progress	2026
14	To improve lighting in HRSGs, Condenser areas, Sea side, Gasoil Manifold and Tanks Farm Area.	Completed	2026
15	T 3000 DCS Upgrade (Parts only)	In progress	2026

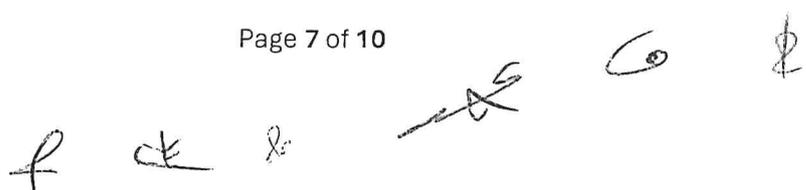
**ZAPP additional Major Activities shall be Performed by the new Operator**

Seq.	Activities
1	The Local Control Panels of 220kV GIS are constituted by a old obsolete PLC, furthermore, the new transformer bay is already has a different Local Control Panel, it results the necessity to replace the 220kV local control panel in order to unify them by a single new type. Whole system shall be upgrade.

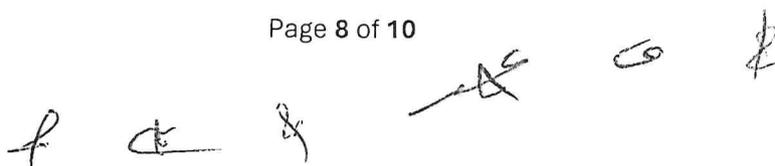


**DAPP Major Activities Performed from 2021 till 2026**

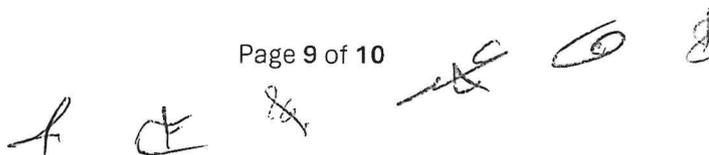
Seq.	Activities	Status	Completion Year
1	Rehabilitation Of Power Plant Fence.	In progress	2026
2	Card Upgrade of Firefighting system.	planning	2026
3	20 years Inspection for GIS.	In progress	2026
4	Provide New Spare Dry Transformer 1250 KVA.	Completed	2025
5	Repair GIS D04 220KV as per OEM recommendations.	In progress	2026
6	20- years inspection on GCB (3 units).	Completed	2025
7	Replace 6.6KV ATS Relay.	Completed	2025
8	ST Major Overhaul.	Completed	2023
9	GT2 and Generator Major Overhaul.	Completed	2025
10	Supply and Installation of new PLC for Desalination Plant.	Completed	2025
11	Supply and Installation of new PLC for Amonia Dosing Kit.	Completed	2025
12	Supply and Installation of new PLC for Oily Water Separator Plant.	Completed	2025
13	Supply and Installation of new PLC for Chlorination Plant.	Completed	2026
14	Supply and Installation of new PLC for Screening Wash Skid.	Completed	2025
15	Supply and Installation of new PLC for Potable Plant.	Completed	2025
16	Supply and Installation of new PLC for Demineralization Plant.	Completed	2025
17	Supply and installation of Fire Fighting Hoses.	Completed	2025
18	Supply and installation (retrofit) of new circuit breakers for 6.6 kV switchgears (7 CBs).	Completed	2025
19	Supply and installation (retrofit) of new circuit breakers for 415 V switchgears (6 CBs).	Completed	2025



20	Necessary roof repairs on Gas Turbine & Steam Turbine Halls.	Completed	2025
21	Repair work on Diverter Damper due to aging during GT2 Major Overhaul.	Completed	2025
22	Supply and Installation of new Tel PABX System.	Completed	2025
23	Refurbishment of Stages 1 and 2 Blades and vanes.	In progress	2026
24	Overhaul of Hypchlorite Electrolizer unit 1 including retubing.	Completed	2025
25	Supply and install full Stage 4 blades in GT2.	Completed	2025
26	Major Overhaul of lube oil coolers of GT2.	Completed	2025
27	Major overhaul of GT2 Air Intake System.	Completed	2025
28	ST 15 KV Busduct Overhauling.	Completed	2022
29	Provide Si3D Blades and vanes stage 1 and 2 full spare set.	Completed	2024
30	Install 2 overvoltage relays on D17 and D23 feeders in 220 KV GIS.	Completed	2023
31	A new compressed Gas Store (47.5 m2 for 4.3 m Max Height) was built to separate it from the Lube Oil Storage.	Completed	2025
32	Buildings Maintenance (Painting from inside and outside and major refurbishment).	Completed	2025
33	Install new online Partial Discharge System for GT1 and GT2 and ST alternators.	In progress	2026
34	HP ST control valves overhaul.	Completed	2023
35	GT2 Generator Closed Cooling Water System Overhaul.	Completed	2025
36	GT2 15 KV Busduct Overhauling	Completed	2025
37	Replace new Set of Batteries (36 Batteries) for GT1 PCC.	Completed	2025
38	Install 2 new ABB switchgears for 220 KV GIS system by in Bays D01,D02, D03.	Completed	2025



39	Supply 3 interrupters 220 KV for 8DP3 GIS. (as spare)	Completed	2025
40	SPM replace all Anodes (full set).	Completed	2025
41	Replace and upgrade GIS 220 KV Busbar protection.	Completed	2025
42	Install the GT back pressure transmitters 2 of 3 to trip for both GTs.	Completed	2021-2025
43	The truck weight balance control system was upgraded (hardware and software).	Completed	2024
44	New GTs compressor surge protection transmitters 2 of 3 to trip logic were installed (rather than one transmitter only) In order to have a reliable surge protection for gas turbines.	Completed	2021-2025
45	Provide and install new S90 (trip block) from OEM for ST.	Completed	2025
46	ST hydraulic oil replacement.	Completed	2025
47	Install new fence for scrap material area at sea side.	In progress	2026
48	Overhaul of both Desalination plant units.	planning	2026
49	Replace the LP rupture disk on ST akkar side by another with correct size (provided from the OEM).	Completed	2023
50	ST concrete structure under ST Turning gear pedestal fully refurbished by OEM.	Completed	2022
51	BSD overhaul by OEM.	Completed	2024
52	Install Warning Signs on Sea Water Intake Channel.	Completed	2022
<b>Capital Spare Parts (RCIE) from OEM Siemens for GT1 MO</b>			
53	Stage 4 B&V Final Part.	In progress	2027
54	Stage 3 B&V Final Part.	In progress	2027
55	Cast parts, Separation Tube cooling air rotor.	In progress	2027
56	Turbine Rings 1,2, 3 and 4, Anti rotation pin and machining.	In progress	2027



57	Seal 4 ring parts.	In progress	2027
58	Inner casing.	In progress	2027
59	Mixing casing.	In progress	2027
60	Compressor Disc 13, 14, 15.	In progress	2027
61	Middle hollow shaft.	In progress	2027
62	Turbine Discs 1, 2, 3, 4.	In progress	2027
63	Compressor Blades 13, 14, 15.	In progress	2027
64	Tile holders.	In progress	2027
65	Bulletin Igniters burners installation of fuel oil burner tips made of heat resistant alloy.	In progress	2027
66	Rotor replace factory balancing weight and component improvement for the compressor thrust bearing.	In progress	2027
67	Implementation of high pressure hydraulic package	In progress	2027
68	T 3000 DCS Upgrade (Parts only)	In progress	2027
69	Turbines Control and Governor upgrade GT1, GT2 and ST (Parts only)	In progress	2027
70	SFC/SEE Controller Upgrade including breaker replacement (Parts only for one unit)	In progress	2027

*f* *CE* *A* *SE* *C* *P*