كهرباء لبنـــــان
"مؤسسة عامة"

ELECTRICITE DU LIBAN
"Etablissement Public"

شارع النهر - بيروت - تلفون : 01-442720
تلغرافيا : كهرباء لبنان
فاكس :01583084

[ ] [ ]

رقم المحفوظات
رقم الصادر

[ ] [ ]

بيروت في: ١٤ / ١٠ / ٢٠٢٦

الموضـــوع: المناقصـــة العموميـــة رقـــم م.ع.٢٠٢٥/٧٨ – تشـــغيل وصـــيانة معملـــي ديـــر عمـــار والزهرانـــي لمـــدة خمـــس سـنوات – أجوبـة دفعـة سادسـة علـى طلبـات استيضـاح 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،

وحيـث ورد الـى مؤسسـة كهربـاء لبنـان طلبـات استيضـاح خطيـة مـن عارضـين محتملـين حـول دفتـر الشـروط العائـد للمناقصـة العموميـة رقـم م.ع.٢٠٢٥/٧٨ العائـدة لتشـغيل وصـيانة معملـي ديـر عمـار والزهرانـي لمـدة خمـس سـنوات، المعلـن عنهـا علـى موقـع هيئـة الشـراء العـام تحـت الـرقم ١٠٢٢٧ بتـاريخ ٢٠٢٥/١١/١٥،

لـذلك، تجـدون ربطـاً الأجوبـة (الايضـاحات) علـى طلبـات الاستيضـاح الآنفـة الـذكر، فـي المسـتند المرفـق المؤلـف مـن سـت صـفحات (٦) مطبـوع علـى وجههـا Recto متضـمنة ٢٤ سـؤالاً مـع الأجوبـة لكل منها.

تجـدر الاشـارة الـى أنّـه تـمّ نشـر هـذه الايضـاحات علـى موقـع هيئـة الشـراء العـام www.ppa.gov.lb (اعـلان رقـم ٢٠٢٥/١٠٢٢٧) حيـث سـبق وتـمّ نشـر دفتـر الشـروط، كمـا نشـير إلـى أنّـه سيتمّ نشـر وابـلاغ الاجوبـة علـى أيـة طلبـات استيضـاح خطيـة قـد تـرد حـول دفتـر الشـروط ضـمن المهلـة المحددة لذلك في التعليمات لمقدمي العروض من دفتر الشروط، تباعاً ضمن المهلة المحددة لذلك.

وتفضلوا بقبول الاحترام

ط.م
ف.ل

المدير العام

كمال الحايك

مرفق ربطاً مستند من ٦ صفحات Recto.

إيضاحات مديريتي الإنتاج والدراسات حول بعض الأسئلة المقدمة من قبل بعض الشركات التي اشترت دفتر الشروط العائد لتشغيل وصيانة معملي دير عمار والزهراني لمدة خمس سنوات

(٦)

Q1: There is a substantial period between the Tender submission date and Contract handover, during which the condition, operating status and requirements of the Facilities may materially change from the basis available to the Tenderer at the time of pricing.

Kindly clarify how changes occurring during this period, which affect the scope, timing or cost assumptions upon which the Tender was prepared, will be treated and confirm that the resulting financial and/or schedule impact will be subject to an appropriate adjustment of the Contract Price and/or Contract schedule.

A1: Bidders should take into consideration the period between the Tender submission date and Contract handover.

Any major extra O&M requirement(s) that will occur during this period, which may affect the scope, timing or contract price, will be treated according to the terms of the Tender Documents.

Q2: The Tenderer will be required to initiate substantial procurement and OEM commitments for the first-year Major Overhauls before issuance of the Bon de Commande and Contract handover. These commitments include OEM reservations, engineering, and procurement of long-lead RCIE Capital Parts.

Kindly clarify how EDL will safeguard the Tenderer against financial commitments required before issuance of the Bon de Commande and Contract handover, whether through a Letter of Credit, payment guarantee or other secured payment mechanism.

A2: The Owner and the Operator (the successful bidder) should respect the requirements of the Tender Documents especially Clause 6 and Clause 7, of Section VI: The Conditions of Contract.

Q3: Due to the current war and regional conditions, OEMs impose strict payment terms for commitments related to Lebanon, including an advance payment of 50% upon placement/signing of the corresponding order. Considering the value of the RCIE Capital Parts and OEM services required for two Major Overhauls during the first Contract year, this represents a significant pre-commencement financial exposure for the Tenderer.

Kindly clarify whether EDL will fund the corresponding OEM advance and milestone payments in accordance with the applicable OEM payment schedule or whether the Tenderer will be required to pre-finance such amounts, and if so, the mechanism and timing for their recovery.

A3: The Owner and the Operator (the successful bidder) should respect the requirements of the Tender Documents especially Clause 6 and Clause 7, of Section VI: The Conditions of Contract.

Q4: Where the Tenderer has proceeded, with the required OEM reservations, RCIE Capital Parts, engineering, manufacturing, advance payments or other non-cancellable commitments required to maintain the Contract

maintenance schedule, such costs may become irrevocably committed well before the corresponding activity is performed.

Kindly confirm that these committed costs will remain payable by EDL where Contract commencement, handover or the corresponding Major Overhaul is subsequently delayed, suspended or postponed for reasons not attributable to the Tenderer.

A4: The Owner and the Operator (the successful bidder) should respect the requirements of the Tender Documents especially Clause 6 and Clause 7, of Section VI: The Conditions of Contract.

Q5: In the event that the required OEM is unable to mobilize its personnel to Lebanon due to security conditions, travel restrictions, governmental advisories, regional conflict, Force Majeure invoked by the OEM or other circumstances beyond the reasonable control of the Tenderer, the scheduled Major Overhaul may have to be postponed despite the required services having been secured in advance.

Kindly confirm that such postponement will not constitute a default by the Tenderer or result in penalties or performance deductions and clarify the applicable mechanism for schedule relief and compensation of demonstrable financial damages and additional costs incurred as a direct result of the postponement

A5: These special cases will be conducted in accordance with the terms and conditions of the Tender Documents.

Q6: Considering the substantial financial commitments required throughout the Contract and the current financial pressures affecting EDL, including the significant increase in fuel and electricity production costs without a corresponding adjustment of the applicable electricity tariffs, various news outlets have reported that EDL is currently incurring additional financial losses/shortfalls estimated at approximately USD 45-50 million per month under the prevailing operating conditions.

In view of the above and the substantial funding required to operate and maintain both power plants throughout the Contract duration, kindly clarify how sufficient funds will be allocated and secured for the Contract and whether EDL will establish a payment security mechanism, such as a funded account, escrow arrangement, payment guarantee or equivalent mechanism, to secure its payment obligations to the Tenderer.

A6: The Owner will respect the requirements of the Tender Documents especially Clause 7, of Section VI: The Conditions of Contract.

Q7: Kindly clarify whether the value of the Performance Bond may be progressively reduced upon the completion and acceptance of defined contractual milestones, to reflect the remaining contractual obligations and exposure of the Tenderer.

If progressive reduction is permitted, kindly specify the applicable milestones, methodology and procedure for such reductions.

A7: Please refer to Clause 4 of Section VI: The Conditions of Contract.

Q8: Where an advance payment is provided by EDL and secured by an Advance Payment Guarantee, kindly confirm that the value of the Advance Payment Guarantee shall be progressively reduced in proportion to the recovery of the corresponding advance payment through deductions from the Tenderer's invoices or other applicable recovery mechanism.

Kindly confirm that the value of the Advance Payment Guarantee shall at all times reflect the outstanding unrecovered advance payment balance and specify the applicable procedure for such reductions.

A8: Please refer to Clause 7 of Section VI: The Conditions of Contract.

Q9: In the event of delayed payment by EDL, the Tenderer would be required to continue financing payroll, operations, procurement, OEM commitments and other Contract expenditures from its own resources.

Kindly clarify the maximum period and/or outstanding amount for which the Tenderer will be expected to finance Contract operations from its own resources before contractual relief becomes applicable.

A9: The Owner will respect the requirements of the Tender Documents especially Clause 7, of Section VI: The Conditions of Contract.

Q10: Payment delays beyond the contractual payment period may result in significant financing and banking costs and may affect the Tenderer's ability to continue funding procurement, OEM commitments and Major Maintenance activities.

Kindly clarify whether the Tenderer will be entitled to recover interest and demonstrable financing and banking costs arising from overdue payments and, beyond an established payment-default threshold, whether affected procurement, OEM commitments and Major Maintenances expenditures may be suspended or deferred without default, penalties or performance deductions.

A10: The Owner and the Operator (the successful bidder) should respect the requirements of the Tender Documents especially Clause 6 and Clause 7, of Section VI: The Conditions of Contract.

Q11: Considering the continuing exceptional condition of the Lebanese banking sector and the substantial cash collateral requirements associated with obtaining long-term bank guarantees, the Tenderer may seek to arrange the required Performance Bond through a reputable international bank outside Lebanon.

Kindly confirm whether EDL will accept such a Performance Bond directly without confirmation, counter-guarantee or involvement of a Lebanese bank. Where Lebanese bank involvement is mandatory, kindly clarify the applicable requirements and the treatment of the additional banking charges resulting from the involvement of both the international and Lebanese banks.

A11: Please abide by the requirements of the Tender Documents in this regard.

Q12: Banking restrictions, capital controls, transfer limitations, foreign-exchange regulations or other mandatory banking measures may change during the period between Tender submission and

Contract completion and may result in additional costs or delays which cannot reasonably be priced at the Tender stage.

Kindly clarify the contractual treatment of additional costs or delays resulting from new or amended banking measures introduced after the Tender submission date, including whether such impacts will be subject to appropriate contractual relief and/or price adjustment.

A12: The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document in these regards.

Q13: The Tender financial offer and Contract prices are denominated in USD; however, EDL payments are currently being settled in LBP. The Tenderer is therefore required to convert the LBP received into USD through local exchange providers in order to meet its USD-denominated obligations, resulting in fluctuating and potentially substantial exchange losses depending on the effective USD rate available at the time of conversion.

Considering that such exchange losses arise directly from the settlement of USD-denominated contractual amounts in LBP, kindly clarify the mechanism through which EDL will adjust or compensate the Tenderer for the actual exchange-rate losses and associated conversion costs incurred.

A13: The Owner (EDL) cannot interfere with banking rules and regulation, the Owner will respect the content of the Tender Document in this regard.

Q14: A substantial portion of the major procurement activities, particularly OEM services, critical spare parts, RCIE Capital Parts and Major Overhaul requirements, are quoted and payable by the OEMs in EUR. The Tenderer would therefore be exposed to EUR/USD exchange-rate fluctuations between Tender submission, placement of the purchase order and actual payment to the OEM.

Kindly clarify whether the applicable BOQ prices may be submitted in EUR and whether the corresponding certified amounts may be settled directly by EDL in Fresh EUR rather than in LBP. Alternatively, kindly clarify the mechanism through which material EUR/USD exchange-rate fluctuations will be addressed.

A14: Bidders should respect the requirements of the Tender Documents especially Clause 14 of Section I: Instructions to Bidders (ITB).

Q15: Due to increasing global demand in the energy sector, extended manufacturing lead times and continuing increases in the cost of critical equipment and spare parts, OEM quotations may be subject to price escalation between Tender submission and the actual date of purchase. Such escalation is commonly addressed by OEMs through price-adjustment formulas linked to recognized international indices.

Kindly clarify whether the Tenderer may submit prices for applicable OEM equipment, critical spare parts and long-lead items subject to the corresponding OEM price-escalation formula or an agreed international index, with the applicable adjustment being reflected in the Contract Price at the time of procurement.

A15: Please abide by the requirements of the Tender Documents in this regard.

Q16: Due to the period between Tender submission, Contract award, issuance of the Bon de Commande and authorization to place purchase orders, quotations obtained from OEMs and suppliers for Tender purposes may expire before the Tenderer is contractually able to place the corresponding order.

Kindly clarify how actual prices increase resulting from the expiry of Tender-stage OEM quotation will be treated where the Tenderer was unable to place the corresponding purchase order due to the timing of Contract award, issuance of the Bon de Commande or EDL authorization.

A16: Bidders should take into consideration the period between the Tender submission date and Contract award, please abide by the requirements of the Tender Documents in these regards.

Q17: Given the period between Tender submission date and Contract handover, the actual condition of the Facilities at handover may differ from the condition reflected in the final Tender Due Diligence information and Annexes 8.1 and 8.2.

Kindly confirm that unidentified defects or deterioration arising during this period, which were not included in or reasonably identifiable from the Tender information, will not automatically be deemed included in the Tender Price and that the resulting corrective works will be treated through the applicable Variation mechanism.

A17: Bidders should take into consideration the period between the Tender submission date and Contract award, knowing that the current operator is currently performing any repair related to the defects or deterioration arising during this period, and the owner following closely the performance of O&M activities achieved by the current operator in this regard.

Please abide by the requirements of the Tender Documents in these regards.

Q18: Similarly, the actual spare-parts inventory available at Contract handover may differ from the quantities and condition reflected in the Tender information, Annexes 4.1 and 4.2 and the applicable BOQ.

Kindly confirm that material shortages or deficiencies arising between Tender submission and handover, which were not reasonably identifiable or attributable to the Tenderer, will not be required to be replenished at the Tenderer's cost and will be treated through the applicable Variation mechanism.

A18: Please refer to answer "A1" mentioned above.

Q19: The Tenderer is required to maintain the Facilities in accordance with the pertinent OEM recommendations and approved Preventive Maintenance requirements. New or revised OEM recommendations, Product Bulletins, mandatory technical requirements or EDL-required changes issued after Tender submission may result in additional manpower, specialist services, spare parts or works that could not have been included in the Tender Price.

Kindly confirm that such additional requirements will be treated through the applicable Variation mechanism, with a corresponding adjustment of the Contract Price and/or Contract schedule, as applicable.

A19: Please refer to Clause 3 of Section VI: The Conditions of Contract.

Q20: Over the Contract duration, extraordinary increases may occur in labor, insurance, transportation, utilities, materials, spare parts, subcontractors or other operating costs as a result of inflation, supply-chain disruption, regional conflict, transportation disruption or other circumstances beyond the Tenderer's reasonable control.

Kindly clarify the contractual mechanism applicable where such increases materially exceed the cost assumptions reasonably available to the Tenderer at the Tender submission date.

A20: Please refer to Clause 19 of Section VI: The Conditions of Contract.

Q21: Changes after Tender submission in applicable laws, decrees, taxes, customs duties, NSSF contributions, statutory employment requirements, Banque du Liban regulations or other mandatory governmental measures may directly increase the Tenderer's cost of performing the Contract.

Kindly confirm that additional costs resulting from such changes will entitle the Tenderer to an appropriate adjustment of the Contract Price.

In view of the significance of the above matters to the preparation of our Tender submission, we kindly request EDL's clarification and confirmation of the above points to enable bidders to appropriately assess the associated contractual and financial obligations and reflect them in their offers.

A21: Please refer to Clause 19 of Section VI: The Conditions of Contract.

Q22: Considering EDL's current financial situation and the existing outstanding amounts under the current O&M Contract, what payment timeline should Tenderers realistically anticipate under the new Contract, including any expected delay between the contractual payment due date and the actual receipt of payment?

A22: Please refer to answers "A6 and A9" mentioned above.

Q23: In the event of delays in payment beyond the contractual payment terms, what financial compensation, financing cost, interest, or other mechanism will be applicable to compensate the Tenderer for the additional financing costs incurred as a result of such delays?

A23: Please refer to Clause 13 of Section I: Instructions to Bidders (ITB) and Clause 19 of Section VI: The Conditions of Contract of the Tender Documents.

Q24: For the purpose of preparing the financial offer, should Tenderers include within their Tender price the financing costs associated with potential delays in EDL's payments? If so, what payment-delay period should Tenderers assume as the basis for calculating such financing costs in order to ensure that all Tenderers price their offers on a consistent basis?

A24: Please refer to answer "A23" mentioned above.