Conditions of Contract **Appendix 1**

Safety, Health and Environmental Regulations

Council for Development and Reconstruction
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Appendix 1

Safety, Health and Environmental Regulations

Table of Contents

Preamble

PART I - General Safety, Health and Environmental Regulations

PART II - Supplementary Safety, Health and Environment Regulations

Preamble

The Safety, Health and Environmental Regulations are in two parts:

PART I - General Safety, Health and Environmental Regulations;

PART II - Supplementary Safety, Health and Environmental Regulations.

PART II shall have priority over PART I.

Part I

General Safety, Health and Environmental Regulations

Table of Clauses

1 Introduction 3
2 Compliance with Regulations 4
3 Failure to Comply with Regulations 5
3.1 General 5
3.2 Deductions from Payments 6
4 General Requirements 7
4.1 Preamble 7
4.2 Safety Officer 7
4.3 Safety Training 7
4.4 Safety Meetings 7
4.5 Safety Inspections 8
4.6 Control of Substances Hazardous to Health 8
4.7 Potential Hazards 8
4.8 Accident Reporting 8
4.9 Notices, Signs, Etc 9
4.10 First Aid and Medical Attention 9
4.11 Employee Qualifications and Conduct 9
5 Safety Requirements 10
5.1 Personal Protective Equipment 10
5.2 Fire Protection and Prevention 11
5.3 Electrical Safety 13
5.4 Oxygen/Acetylene/Fuel Gases/Cartridge Tools 14
5.5 Scaffolding/Temporary Works 14
5.6 Use of Ladders 15
5.7 Elevated Work 15
5.8 Use of Temporary Equipment 17
5.9 Locking-out, Isolating, and Tagging of Equipment 18
5.10 Installation of Temporary or Permanent Equipment 19
5.11 Laser Survey Instruments 19
5.12 Working in Confined Spaces 19
5.13 Demolition 20
5.14 Use of Explosives 20
5.15 Excavation and Trenching 21
5.16 Concrete Reinforcement Starter Bars 22
6 Environmental and Health Requirements 23
6.1 Protection of the Environment 23
6.2 Air Pollution 23
6.3 Water Pollution 23
6.4 Solid Waste 23
6.5 Noise Control 25

6.6 Protection of Archaeological and Historical Sites 25
7 Additional Requirements for Work in Public Areas **26**
7.1 General 26
7.2 Method Statement 27
7.3 Closure of Roads, Etc 27
7.4 Trench and Other Excavations 28
7.5 Safety Barriers 29
8 Contractor's Site Check List **30**
9 Protection of Other Property and Services 30

Annex 1 Sample Excavation Permit

Annex 2 Sample Street Closure Permit

Annex 3 Sample Contractor's Site Check List

Part I

General Safety, Health and Environmental Regulations

1 Introduction

1.1 The prevention of injury and/or illness to site personnel and the public, damage to the Works and to public and private property, protection of the environment, and compliance with applicable laws, are primary objectives of CDR (the Employer). Because of the importance CDR places on meeting these objectives, selected minimum requirements are outlined in these Safety, Health and Environmental Regulations with which Contractors shall comply while working on CDR contracts. Given that these Regulations cannot cover every eventuality, the Contractor shall be expected to exercise good judgment in all such matters, even though not mentioned in these Regulations, and shall take any and all additional measures, as required or necessary, to meet his responsibility for safety, health and environmental matters during the period of the Contract.

CDR and its representatives shall not be held liable for any actions taken by the Contractor that are attributed to following the minimum requirements stated hereinafter.

1.2 The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

(a) have full regard for the safety of all persons on the Site and keep the Site and the Works in an orderly state appropriate to the avoidance of danger to any person;

(b) know and understand all laws governing his activities along with any site requirements and work site hazards. Such information shall be communicated by the Contractor to his personnel and subcontractors;

(c) take all necessary measures to protect his personnel, the Employer's personnel, other persons, the general public and the environment;

(d) avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of carrying out the Works.

(e) ascertain and comply with any regulations concerning noise, pollution and other nuisance in addition to the obligations imposed by the Conditions of Contract and by law.

(f) take necessary precautions to prevent nuisance from smoke, dust, rubbish, water, polluted effluent and other causes.

2 Compliance with Regulations

2.1 The Contractor shall comply with the requirements of these Safety, Health and Environmental Regulations and all other applicable regulations or requirements under Lebanese laws, laid down by relevant authorities or issued by the Employer or the Engineer concerning safety, health and the environment, in force or introduced or issued from time to time during the period of the Contract.

In so far as these Regulations are applicable, they shall apply to sites and personnel outside the Site associated with the performance of the Contract.

2.2 The Regulations equally apply to subcontractors and all other parties engaged by the Contractor and their personnel. The Contractor shall ensure all such parties are fully aware of and comply with the Regulations.

2.3 The Contractor shall comply with all notifications and written or verbal instruction regarding safety issued pursuant to these Regulations by the Employer, Engineer or relevant authorities within the time specified in the notification or instruction.

Whenever the Contractor is required to obtain the approval, agreement, permission, etc of the Engineer, such approval, agreement, permission, etc shall not relieve the Contractor of his responsibilities and obligations under these Regulations or the Contract.

2.4 The Contractor shall adopt a positive approach, awareness and responsibility towards safety, health and the environment, and take appropriate action, by:

(a) ensuring the Regulations are enforced and followed by the Contractor's personnel. Any failure by the Contractor's personnel to follow the Regulations, shall be regarded as a failure by the Contractor.

(b) paying attention to possible injury to unauthorized persons entering the site, particularly children.

2.5 Whenever in these Regulations the Contractor is required to provide test certificates for equipment and personnel or to comply the relevant authorities' requirements and no independent test facilities are available or no relevant authorities exist in Lebanon, the Contractor shall provide:

a) in lieu of independent test certificates:

- for equipment - details of the tests and the date of the tests that have been carried out by the Contractor and a written statement that the Contractor has satisfied himself that the item of equipment is fit and safe for use;

- for personnel - details of the training and experience and a written statement that the Contractor has satisfied himself that the person has the required level of competency;

b) in lieu of relevant authorities' requirements - details of the Contractor's own rules, regulations, requirements and procedures regarding safety, health and the environment.

If the Engineer is dissatisfied with the details provided by the Contractor, the Contractor shall provide further details or carry out further tests or provide further written statements as may be reasonably required by the Engineer.

When the Engineer has satisfied himself regarding the Contractor's own rules, regulations, requirements and procedures provided in accordance with (b) above, such rules, etc shall be deemed to form part of these Regulations and to which Clause 3 shall equally apply.

3 Failure to Comply with Regulations

3.1 General

3.1.1 Should the Contractor fail to comply with any of the Regulations or requirements:

(a) the Engineer may suspend the Works or part of the Works until the Contractor has taken necessary steps, to the satisfaction of the Engineer, to comply with the regulations or requirements.

(b) the Employer may, following written notice to the Contractor, carry out themselves or arrange for another contractor to carry out such measures as they consider appropriate on behalf of the Contractor. Any such actions by the Employer shall not affect or diminish the Contractor's obligations or responsibilities under the Contract.

(c) the Engineer may, following written notice to the Contractor, deduct from payments to the Contractor the amounts stipulated in Sub-Clause 3.2. Such notice shall specify:

(i) the nature of the failure or failures;

(ii) the period after the date of the notice within which the Contractor shall remedy each failure; and

(iii) the amount to be deducted.

Such suspension of payment will remain in force until such time as the Contractor has rectified the breach or breaches to the satisfaction of the Engineer. No interest shall be paid on the suspended payments.

3.1.2 Failure to comply with the Regulations or requirements shall be considered a breach of contract by the Contractor and may result in termination of the Contract by the Employer.

3.1.3 In the event of the Employer or Engineer taking action based on Sub-Clause 3.1.1(a) or (b) or 3.1.2, the Contractor shall not be entitled to any additional costs or extension to the Contract Completion Date.

3.1.4 All costs incurred by the Employer pursuant to Sub-Clause 3.1.1(b) and the deductions from payments imposed on the Contractor by the Engineer under Sub-Clause 3.1.1(c) shall be deducted from amounts otherwise due to the Contractor.

3.2 Deductions from Payments

3.2.1 Failures by the Contractor to comply with the Regulations or requirements are classified as follows:

D1 - breaches of Sub-Clause 5.6 (personal protective equipment);
D2 - breaches of Clause 7 (work in Public Areas);
D3 - breaches other than D1 and D2.

3.2.2 The basic deduction from payment for each classification in Sub-Clause 3.2.1, is as follows:

for D1 – USD 100/person/day;
for D2 – USD 500/location/day;
for D3 – USD 100/occurrence/day.
Limit of cumulative total deductions shall not exceed 1% of Contract price.

3.2.3 Deductions from payments will be applied as follows:

(a) for the first breach of each regulation or requirement - the basic deduction. If the same or similar breaches occur in different situations or locations at the same time, the Engineer may apply deductions for each situation or location; this will not apply to breaches related to personal protective equipment.

(b) for a second or subsequent breach of the same Regulation or requirement or failure to rectify a previous failure within the time specified by the Engineer - twice the basic deduction.

4 General Requirements

4.1 Preamble

4.1.1 All references to safety shall be deemed to include health and the environment.

4.2 Safety Officer

4.2.1 The Contractor shall appoint a competent Safety Officer who shall be responsible for safety, health and the environment. The Safety Officer shall be given sufficient time by the Contractor to carry out his duties; minimum requirements shall be as follows:

Workforce on Site of over 250-	full time Safety Officer;
Workforce on Site of 100-250 -	50% of Safety Officer's time;
Workforce on Site below 100 -	as required for the Works but a minimum of 5 hours per week of Safety Officer's time where more than 20 workers.

4.2.2 The Contractor shall provide the Safety Officer with appropriate identification, including a white hard hat with red cross symbol and an identification badge. The appointment of the Safety Officer shall be in writing and copied to the Engineer. The appointment shall include specific instructions to enforce these Regulations and delegated authority to take any action, measure or to issue instructions regarding their enforcement. All persons on Site shall be made aware of the name and authority of the Safety Officer and instructed to comply with any instruction or direction on safety matters, verbal or in writing, issued by the Safety Officer.

4.2.3 The Safety Officer shall be provided with a mobile phone or other similar means of communication. The Safety Officer shall be accessible and available at all times including outside normal working hours.

4.3 Safety Training

4.3.1 The Contractor shall provide safety induction training for all site personnel upon starting on site.

4.3.2 The Contractor shall provide safety refresher/reinforcement training at regular intervals for his staff.

4.4 Safety Meetings

4.4.1 The Contractor shall hold regular safety meetings to provide safety instructions and receive feedback from site personnel on safety, health and environmental matters. A

weekly Safety Meeting shall be chaired by the Safety Officer and minutes shall be taken of the meeting. The meeting/minutes shall cover all relevant issues including actions to be taken. A copy of the minutes shall be given to the Engineer. The Safety Officer should attend the Contractor's weekly site meetings and "Safety" should be an item on the agenda.

4.5 Safety Inspections

4.5.1 The Safety Officer shall make regular safety inspections of the work site. The Safety Officer shall prepare a report of each inspection. This report shall include details of all breaches of these Regulations and any other matters or situations relating to safety found during the inspection, instructions issued by the Safety Officer and actions taken by the Contractor. A copy of the Safety Officer's inspection reports shall be given to the Engineer.

4.6 Control of Substances Hazardous to Health

4.6.1 Hazardous materials shall be stored in approved safety containers and handled in a manner specified by the manufactures and/or prescribed by relevant Authorities (see Sub-Clause 2.5).

4.6.2 Only properly trained and equipped personnel shall handle hazardous materials.

4.7 Potential Hazards

4.7.1 The Contractor shall inform employees of potential hazards, take appropriate steps to reduce hazards and be prepared for emergency situations.

4.7.2 The Contractor shall make an assessment of every operation involving hazardous substances. The assessment shall be recorded on a Hazardous and Flammable Substances Assessment Method Statement which shall be submitted to the Engineer prior to the delivery and use of the substance on Site.

4.8 Accident Reporting

4.8.1 The Contractor shall report all accidents and dangerous occurrences to the Engineer. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer. A reportable accident or dangerous occurrence shall include any accident to any person on Site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted, in injury, damage or a danger to the Works, persons, property or the environment.

4.8.2 In the event of an accident or dangerous occurrence, the Contractor shall be responsible for completing all statutory notifications and reports. Copies of all statutory notifications and reports shall be passed to the Engineer.

4.8.3 All accidents and dangerous occurrences shall be recorded in a Site Accident Book. The Site Accident Book shall be available at all times for inspection by the Engineer.

4.8.4 The Contractor shall immediately rectify any situation or condition that could result in injury, damage or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment.

4.9 Notices, Signs, Etc

4.9.1 All safety, health, environmental and other notices and signs shall be clearly displayed and written in both Arabic and either English or French. All requirements, instructions, procedures, etc issued by the Contractor concerning these Regulations shall be printed in both Arabic and English and displayed and readily available to Contractor's personnel.

4.10 First Aid and Medical Attention

4.10.1 The Contractor shall have comprehensive First Aid Kit(s) on Site at all times. First Aid Kits shall be conveniently located and clearly identifiable.

4.10.2 The Contractor shall have one employee on site trained in first aid for every 25 employees. Such persons shall be provided with appropriate identification, including a red hard hat with a white "red cross" symbol and an identification badge.

4.10.3 The Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and nearest hospital shall be prominently displayed in the Contractor's site office.

4.11 Employee Qualifications and Conduct

4.11.1 The Contractor shall employ only persons who are fit, qualified and skilled in the work to be preformed. All persons shall be above the minimum working age.

4.11.2 Contractor's personnel shall use the toilet facilities provided by the Contractor.

4.11.3 The Contractor shall ensure:

(a) that no firearms, weapons, controlled or illegal substances or alcoholic beverages are brought onto the Site and that no personnel under the influence of alcohol or drugs are permitted on Site.

(b) that all personnel obey warning signs, product or process labels and posted instructions.

(c) that drivers or operators of vehicles, machinery, plant and equipment follow the rules for safe operations. Drivers shall wear seat belts and obey all signs and posted speed limits.

4.12 Security

4.12.1 The Contractor shall take all measures necessary, including watching and lighting at night, to prevent unauthorized entry to the Site and to safeguard the Site, the Works, materials, Plant, Contractor's Equipment and Temporary Works against damage from trespass and theft.

5 Safety Requirements

5.1 Personal Protective Equipment

5.1.1 The Contractor shall provide personal protective equipment, including hard hats, safety glasses, respirators, gloves, safety shoes, and such other equipment as required, and shall take all measures or actions for the protection and safety of Contractor's personnel.

5.1.2 Non-metallic hard hats shall be worn at all times by all personnel at the worksite with the exception of those areas where the Engineer has indicated it is not necessary to do so.

5.1.3 Safety glasses shall meet international standards and be available for use and worn in specified worksite areas. As a minimum, safety glasses shall be worn for the following types of work: hammering, chipping, welding, grinding, use of electrically powered or pneumatic equipment, insulation handling, spray painting, working with solvents, and other jobs where the potential of an eye injury exists. Face shields and/or monogoggles shall be worn where possible exposure to hazardous chemicals, cryogenic fluids, acids, caustics, or dust exists and where safety glasses may not provide adequate protection.

5.1.4 When handling acids, caustics, and chemicals with corrosive or toxic properties, suitable protection, such as acid suits or chemical resistant aprons and gloves, shall be worn to prevent accidental contact with the substance.

5.1.5 Personnel shall not be permitted to work whilst wearing personal clothing or footwear likely to be hazardous to themselves or others.

5.1.6 The wearing of safety shoes with steel reinforced toes is recommended for all Contractor's personnel on site. In all cases, Contractor's personnel shall wear substantial work shoes that are commensurate with the hazards of the work and the worksite area.

5.1.7 Hearing protection, including muffs, plugs or a combination thereof, shall be provided for all personnel operating in areas where the noise level exceeds 90 decibels. Such protection shall also be provided for operators working with equipment exceeding such a level. This may include equipment such as excavators, shovels, jackhammers, saws, drills, grinders, and the like are being used.

5.1.8 The Contractor shall encourage employees to wear substantial work gloves whenever practical and safe to do so.

5.2 Fire Protection and Prevention

5.2.1 The Contractor shall take all necessary measures to prevent personal injury or death or damage to the Works or other property, including but not limited to

(a) provision of fire fighting facilities in all vulnerable areas and as instructed by the Engineer
(b) marking escape routes and illuminating them if necessary
(c) instructing workmen in fire precautions and use of fire fighting equipment
(d) displaying notices on fire safety and procedures in the event of a fire on Site.

5.2.2 The Contractor shall comply with fire protection instructions given by the Authorities having jurisdiction in regard to fire protection regulations.

5.2.3 The Contractor shall, upon moving on site, provide to the Engineer and the Authorities a fire prevention and evacuation plan. This shall include drawing(s) showing the fire assembly points. The fire prevention and evacuation plan and drawing(s) shall be updated from time to time as the Works progress. The Contractor shall ensure all personnel are fully informed on escape routes and assembly points and any changes thereto.

5.2.4 Fuel storage will not be permitted in construction work areas. Contractors may establish fuel storage tanks in special areas set aside for the purpose and approved by the Engineer. Storage tanks shall be adequately bounded to control spillage. Fire extinguishers shall be provided and installed in a suitable nearby location.

5.2.5 Highly combustible or volatile materials shall be stored separately from other materials and as prescribed by relevant authorities and under no circumstances within buildings or structures forming part of the permanent Works. All such materials shall be protected and not exposed to open flame or other situations which could result in a fire risk.

5.2.6 No combustible site accommodation shall be located inside or within 10 meters of a building or structure forming part of the permanent Works, Where units have to be used in these circumstances, they shall be constructed of non-combustible materials and

have a half-hour fire rating inside to outside and outside to inside. Non-combustible furniture shall be used where practical.

5.2.7 All temporary accommodation and stores shall be provided with smoke detectors and fire alarms.

5.2.8 Smoking shall be banned in high-risk areas.

5.2.9 Expanded polystyrene with or without flame retarding additive, polythene, cardboard and hardboard shall not be used as protection materials.

5.2.10 Plywood and chipboard shall only be used as protection on floors. Vertical protection shall be non-combustible. Debris netting and weather protection sheeting shall be fire retardant.

5.2.11 When using cutting or welding torches or other equipment with an open flame, the Contractor shall provide a fire extinguisher close by at all times. All flammable material shall be cleared from areas of hot works, or work locations prior to welding or oxy/gas burning operations. All hot works shall cease half an hour before the end of a work shift to allow for thorough checking for fires or smoldering materials. Where appropriate, areas of hot works are to be doused in water before the shift ends.

5.2.12 An adequate number of fire extinguishers of types suited to the fire risk and the materials exposed shall be provided. These shall be placed in accessible, well-marked locations throughout the job site. Contractor's personnel shall be trained in their use. Extinguishers shall be checked monthly for service condition and replaced or recharged, as appropriate after use.

5.2.13 Only approved containers shall be used for the storage, transport and dispensing of flammable substances. Portable containers used for transporting or transferring gasoline or other flammable liquids shall be approved safety cans.

5.2.14 Fuel burning engines shall be shut off while being refueled

5.2.15 Adequate ventilation to prevent an accumulation of flammable vapors shall be provided where solvents or volatile cleaning agents are used.

5.2.16 Flammables shall not be stored under overhead pipelines, cable trays, electrical wires, or stairways used for emergency egress.

5.2.17 Paints shall be stored and mixed in a room assigned for the purpose. This room shall be kept under lock and key.

5.2.18 Oily waste, rags and any other such combustible materials shall be stored in proper metal containers with self-closing lids and removed every night to a safe area or off site. Every precaution shall be taken to prevent spontaneous combustion.

5.3 Electrical Safety

5.3.1 All temporary electrical installations, tools and equipment shall comply with current regulations dealing with on-site electrical installations.

5.3.2 The Contractor shall establish a permit-to-work system for work on or in proximity to energized circuits of any voltage. Contractor's personnel shall not commence work on such circuits unless a permit to work has been issued and adequate safety measures have been taken and the work operation has been reviewed and approved by the Engineer.

5.3.3 Only authorized personnel shall be allowed to work or repair electrical installations and equipment.

5.3.4 Portable tools and equipment shall be 220 volt, unless otherwise agreed by the Engineer.

5.3.5 When portable or semi-mobile equipment operates at voltages in excess of 110 volts, the supply shall be protected by a Residual Current Device (RCD) regardless of any such device fitted to the equipment. The RCD must have a tripping characteristic of 30 milliamps at 30 milliseconds maximum.

5.3.6 All static electrically powered equipment, including motors, transformers, generators, welders, and other machinery, shall be properly earthed, insulated, and/or protected by a ground fault interruption device. In addition, the skin of metal buildings and trailers with electric service shall be earthed. Metal steps, when used, shall be securely fixed to the trailer.

5.3.7 Lamp holders on festoon lighting shall be molded to flexible cable and be of the screw in type. Clip on guards shall be fitted to each lamp unit.

5.3.8 All tungsten-halogen lamps shall be fitted with a glass guard to the element. These lamps must be permanently fixed at high level.

5.3.9 Electrical equipment shall be periodically inspected and repaired as necessary by competent persons.

5.3.10 Any work on electrical equipment and systems shall be made safe through locking, tagging, and/or isolation of the equipment before work commences. Prior to the start of the work, the equipment or systems shall be tested to insure that they have been properly de-energized and isolated.

5.3.11 Electrical repair work on energized systems shall be avoided whenever possible.

5.3.12 Electrical troubleshooting shall be conducted only after getting written approval of the Engineer.

5.3.13 Unauthorized personnel shall not enter enclosures or areas containing high voltage equipment such as switchgear, transformers, or substations.

5.4 Oxygen/Acetylene/Fuel Gases/Cartridge Tools

5.4.1 Compressed oxygen shall never be used in the place of compressed air.

5.4.2 Flash-back (Spark) arrestors shall be fitted to all gas equipment.

5.4.3 Liquid Petroleum Gas (LPG) cylinders shall not be stored or left in areas below ground level overnight. Cylinders must be stored upright.

5.4.4 The quantity of oxygen, acetylene and LPG cylinders at the point of work shall be restricted to a maximum of one day's supply. Cylinders shall be kept in upright vertical rack containers or be safely secured to a vertical support.

5.4.5 Cartridge tools shall be of the low velocity type. Operators must have received adequate training in the safe use and operation of the tool to be used.

5.5 Scaffolding/Temporary Works

5.5.1 No aluminum tube shall be used, except for proprietary mobile towers, unless otherwise agreed with the Engineer.

5.5.2 Drawings and calculations shall be submitted to the Engineer, prior to commencement of work on site, for all Temporary Works, including excavations, falsework, tower cranes, hoists, services and scaffolding. Design shall conform to international standards.

5.5.3 The Engineer will not approve Temporary Work designs but the Contractor shall take account of any comments on such designs made by the Engineer.

5.5.4 The Contractor shall inspect and approve all Temporary Works after erection and before access, loading or use is allowed. Completed and approved Temporary Works shall be tagged with a scaff-tag or similar safety system and the Safe Structure insert displayed. For scaffolding, one tag shall be displayed every 32 m2 of face area. A central record system shall be kept on all Temporary Work. Temporary Works shall be inspected weekly and similarly recorded.

5.5.5 All mobile scaffold towers shall be erected in accordance with the manufacture's instructions and a copy of these shall be submitted to the Engineer prior to any use on site. Additionally, all towers shall be erected complete with access ladder, safety rails and kick boards whatever the height.

5.5.6 The Contractor shall repair or replace, immediately, any scaffold including accessories, damaged or weakened from any cause.

5.5.7 The Contractor shall ensure that any slippery conditions on scaffolds are eliminated as soon as possible after they occur.

5.5.8 All scaffolds used for storing materials, for brick or block laying, for access to formwork or for any other purpose where materials may accidentally fall, shall be provided with wire mesh guards or guards of a substantial material, in addition to kick boards.

5.6 Use of Ladders

5.6.1 Manufactured ladders shall meet the applicable safety codes for wood or metal ladders. Metal ladders shall not be used where there is any likelihood of contract with electric cables and equipment. All metal ladders shall be clearly marked: "Caution - Do not use around electrical equipment".

5.6.2 Job made ladders shall not be permitted.

5.6.3 Extension or straight ladders shall be equipped with non-skid safety feet, and shall be no more than 12 m in height. The maximum height of a stepladder shall be 2 m. Ladders shall not be used as platforms or scaffold planks.

5.6.4 Ladders rungs and steps shall be kept clean and free of grease and oil.

5.6.5 Extension and straight ladders shall be tied off at the top and/or bottom when in use. Only one person shall be allowed on a ladder at a time.

5.6.6 Defective ladders shall be taken out of service and not used. Ladders shall not be painted and shall be inspected for defects prior to use.

5.7 Elevated Work

5.7.1 The Contractor shall provide all personnel, while working at an elevated position, with adequate protection from falls. Details of such protection shall be submitted to and approved by the Engineer.

5.7.2 The Contractor shall carry out daily inspections of all elevated work platforms. Defects shall be corrected prior to use.

5.7.3 Roofing & Sheet Material Laying

(a) A Method Statement detailing the procedures to be adopted shall be submitted to and agreed with the Engineer prior to commencement of work on site.

(b) Mobile elevating work platforms or the equivalent shall be used to install roofing and sheet materials wherever practicable and a suitable base is available.

5.7.4 Erection of Structures

(a) A Method Statement detailing the procedures to be adopted shall be submitted and agreed with the Engineer prior to commencement of work on site.

(b) Safety harnesses and lines shall be provided by the Contractor for use by the erection personnel and worn at all times.

(c) Mobile elevating work platforms or the equivalent shall be used to erect structures wherever practicable and a suitable base is available.

5.7.5 Mobile Elevating Work Platforms

Operators shall be trained in the safe use of such platforms and hold a current Certificate of Competence (see Sub-Clause 2.5).

5.7.6 Hoists

(a) A copy of the current Test Certificate (see Sub-Clause 2.5) shall be submitted to the Engineer before any hoist (personnel or material) is brought into operation on the site. Where the range of travel is increased or reduced a copy of the revised Test Certificate shall be submitted.

(b) Each landing gate shall be fitted with a mechanical or electrical interlock to prevent movement of the hoist when any such gate is in the open position.

(c) Safety harnesses must be worn and used by personnel erecting, altering and dismantling hoists.

5.7.7 Suspended Cradles

(a) Suspended cradles shall be installed, moved and dismantled by a specialist contractor.

(b) Suspended cradles shall comply with local regulations.

(c) All powered suspended cradles shall incorporate independent safety lines to overspeed braking devices and independent suspension lines for personal safety harness attachment.

5.8 Use of Temporary Equipment

5.8.1 The safe design capacity of any piece of equipment shall not be exceeded, nor shall the equipment be modified in any manner that alters the original factor of safety or capacity.

5.8.2 Mobile equipment shall be fitted with suitable alarm and motion sensing devices, including backup alarm, when required.

5.8.3 The Contractor shall ensure that the installation and use of equipment are in accordance with the safety rules and recommendations laid down by the manufacturer, taking into account the other installations already in place or to be installed in the future.

5.8.4 The Contractor shall inspect Equipment prior to its use on the Works and periodically thereafter to ensure that it is in safe working order. Special attention shall be given to such items as cables, hoses, guards, booms, blocks, hooks and safety devices. Equipment found to be defective shall not be used and immediately removed from service, and a warning tag attached.

5.8.5 Natural and synthetic fiber rope made of material such as manila, nylon, polyester, or polypropylene shall not be used as slings if approved by the Engineer.

5.8.6 Only trained, qualified and authorized personnel shall operate equipment. All drivers and operators shall hold a current Certificate of Training Achievement for the equipment being used (see Sub-Clause 2.5).

5.8.7 A safety observer shall be assigned to watch movements of heavy mobile equipment where hazards may exist to other personnel from the movement of such equipment, or where equipment could hit overhead lines or structures. The observer shall also ensure that people are kept clear of mobile equipment and suspended loads.

5.8.8 When mobile or heavy equipment is traveling onto a public thoroughfare or roadway, a flagman shall insure that traffic has been stopped prior to such equipment proceeding. While the mobile or heavy equipment is traveling on a public roadway, a trailing escort vehicle with a sign warning of a slow-moving vehicle that is dangerous to pass shall be provided.

5.8.9 Cranes:

(a) The Contractor shall give a minimum of 48 hours notice to the Engineer prior to bringing a mobile crane on site.

(b) No cranes shall be erected on the site without the prior approval of the Engineer. The Engineer may direct the Contractor as to locations where cranes may not be located. The Contractor shall take such directions into account when submitting his proposals for crane location points, base footings, pick up points and swing

radius. Compliance with any such direction shall not entitle the Contractor to any extension of the Period of Completion or to any increase in the Contract Price.

(c) Safety harnesses shall be worn and used at all times by personnel engaged on the erection, alterations and dismantling of tower cranes.

(d) The Contractor shall provide a copy of the current Test Certificate (see Sub-Clause 2.5) to the Engineer before any crane (tower or mobile) is brought into operation on the Site.

(e) All lifting tackle must hold a current Test Certificate (see Sub-Clause 2.5). All lifting tackle must be thoroughly examined every 6 months and an inspection report raised.

(f) All fibrous/web slings shall be destroyed and replaced 6 months after first use.

(g) All crane drivers/operators shall hold a Certificate of Training Achievement for the class of crane operated (see Sub-Clause 2.5).

(h) All banksmen/slingers shall hold a Training Certificate from a recognized training agency (see Sub-Clause 2.5).

(i) Only certified slingers/banksmen shall sling loads or guide crane/load movement.

(j) The maximum weekly working hours of a crane driver or banksman shall be restricted to 60 hours.

(k) Under no circumstances, shall a crane or load come within 4 m of any energized overhead power line or other critical structure.

5.9 Locking-out, Isolating, and Tagging of Equipment

5.9.1 Equipment that could present a hazard to personnel if accidentally activated during the performance of installation, repair, alteration, cleaning, or inspection work shall be made inoperable and free of stored energy and/or material prior to the start of work. Such equipment shall include circuit breakers, compressors, conveyors, elevators, machine tools, pipelines, pumps, valves, and similar equipment.

5.9.2 Where equipment is subject to unexpected external physical movement such as rotating, turning, dropping, falling, rolling, sliding, etc., mechanical and/or structural constraints shall be applied to prevent such movement.

5.9.3 Equipment which has been locked-out, immobilized, or taken out of service for repair or because of a potentially hazardous condition shall be appropriately tagged indicating the reason it has been isolated and/or taken out of service.

5.9.4 Where safety locks are used for locking out or isolating equipment, the lock shall be specially identified and easily recognized as a safety lock.

5.10 Installation of Temporary or Permanent Equipment

5.10.1 During installation and testing the Contractor's specialist engineer shall be in attendance.

5.10.2 All control mechanism panel and wiring diagrams shall be available and printed in both Arabic and either English or French.

5.11 Laser Survey Instruments

5.11.1 Details of the types and use of laser instruments shall be submitted and agreed with the Engineer.

5.12 Working in Confined Spaces

5.12.1 Confined spaces, including tanks, vessels, containers, pits, bins, vaults, tunnels, shafts, trenches, ventilation ducts, or other enclosures where known or potential hazards may exist, shall not be entered without prior inspection by and authorization from the Site Safety Officer and the issuance of a Hazardous Work Permit.

5.12.2 Prior to entering the confined space, the area shall be completely isolated to prevent the entry of any hazardous substances or materials which could cause an oxygen deficient atmosphere. All equipment that could become energized or mobilized shall be physically restrained and tagged. All lines going into the confined space shall be isolated and/or blanked.

5.12.3 Personnel working in a confined space where emergency escape or rescue could be difficult, shall wear a safety harness attached to a lifeline.

5.12.4 A qualified attendant(s), trained and knowledgeable in job-related emergency procedures, shall be present at all times while persons are working within the confined space. The attendant shall be capable of effecting a rescue, have necessary rescue equipment immediately available, and be equipped with at least the same protective equipment as the person making entry.

5.12.5 All equipment to be used in a confined space shall be inspected to determine its acceptability for use. Where a hazard from electricity may exist, equipment utilized shall be of low voltage type.

5.12.6 The atmosphere within the confined space shall be tested to determine it is safe to enter. Acceptable limits are:

- oxygen: 19.5% lower, 22% higher;
- flammable gas: not to exceed 10% of lower explosion limit;
- toxic contaminants: not to exceed the permissible exposure limit.

Subsequent testing shall be done after each interruption and before re-entering the confined space, as well as at intervals not exceeding 4 hours. Continuous monitoring is preferable and may be necessary in certain situations.

5.12.7 Adequate ventilation shall be provided to ensure the atmosphere is maintained within acceptable limits.

5.13 Demolition

5.13.1 A detailed Method Statement detailing the demolition procedures/techniques to be used shall be submitted to and approved by the Engineer prior to commencement of work on site.

The Method Statement must include full details of measures to be taken to ensure that there are no persons remaining in the building/structure and to distance members of the public and Contractor's personnel from the building/structure prior to demolition.

5.14 Use of Explosives

5.14.1 The Contractor shall not use explosives without the written permission from the Engineer and relevant authorities (see Sub-Clause 2.5).

5.14.2 The Contractor shall observe all regulations regarding proper purchasing, transportation, storage, handling and use of explosives.

5.14.3 The Contractor shall ensure that explosives and detonators are stored in separate special buildings. These secured buildings shall be constructed, located and clearly marked in Arabic and English:

"DANGER - EXPLOSIVES"

all as approved by the Engineer and relevant authorities (see Sub-Clause 2.5).

5.14.4 The Contractor shall ensure that all possible precautions are taken against accidental fire or explosion, and ensure that explosives and detonators are kept in a proper and safe condition.

5.14.5 The Contractor shall ensure that explosives and detonators are always transported in separate vehicles and kept apart until the last possible moment and that metallic tools are not used to open boxes of explosives or detonators.

5.14.6 Blasting Procedure: the Contractor shall carry out blasting operations in a manner that will not endanger the safety of persons and property. The Contractor shall, along with other necessary precautions:

(a) clear all persons from buildings and the area affected by the blasting. All such persons shall be given adequate notice of the actual time and date of blasting,

(b) ensure that police and other local authorities are kept fully informed, in advance, of the blasting programme so that they may be present when blasting takes place if they so require,

(c) erect warning notices around the area affected that blasting operations are in progress,

(d) carry out a thorough search of buildings and the area affected prior to blasting,

(e) ensure that blasting is only carried out by experienced shot firers. Priming, charging, stemming and shot firing shall be carried out with greatest regard for safety and in strict accordance with the rules and regulations of the relevant authorities (see Sub-Clause 2.5).

(f) ensure that explosive charges are not excessive, charged boreholes are properly protected and proper precautions are taken for the safety of persons and property,

5.14.7 The Contractor shall maintain an up-to-date inventory of all explosives and explosive devices and shall submit a monthly report to the Engineer, detailing the use of all explosives by date and location.

5.15 Excavation and Trenching

5.15.1 An excavation permit signed by the Engineer must be issued before excavation proceeds in any work location. The Contractor shall investigate and identify the location of existing services by study of the drawings, a visual/physical study of the site, sweeping by appropriate detection equipment and where necessary hand excavation of trial holes.

Following this investigation, the Contractor shall submit a written request for an excavation permit to the Engineer.

The Engineer will return the permit signed and dated to indicate:

- services which are to be maintained.
- services which are to be isolated.
- any special precautions to be taken.

A sample Excavation Permit is given in Appendix 1.

5.15.2 The issue of an Excavation Permit by the Engineer shall not relieve the Contractor of his responsibilities under the Contract.

5.15.3 The side of all excavations and trenches exceeding 1.3 meters in depth which might expose personnel or facilities to danger resulting from shifting earth shall be protected by adequate temporary supports or sloped to the appropriate angle of repose.

5.15.4 All excavations, slopes and temporary supports shall be inspected daily and after each rain, before allowing personnel to enter the excavation.

5.15.5 Excavations 1.3 meters or more in depth and occupied by personnel shall be provided with ladders as a means for entrance and egress. Ladders shall extend not less than 1 meter above the top of the excavation.

5.15.6 The Contractor shall provide adequate barrier protection to all excavations. Barriers shall be readily visible by day or night.

5.15.7 Excavated or other materials shall not be stored at least 0.65 meters from the side of excavations.

5.15.8 The Contractor shall:

(a) ensure that stability and structural integrity of the Works are maintained during construction and shall provide temporary supports where necessary and shall not overload any part of the Works with materials, Plant or Contractor's Equipment.

(b) provide and maintain during the execution of the Works all shoring, strutting, needling and other supports as may be necessary to preserve stability of buildings, whether new or existing, on the site or adjoining property that may be endangered or affected by the Works.

(c) submit to the Engineer an outline of the methods proposed to be used for the support necessary to preserve stability of buildings or other structures, together with the relevant drawings, details, calculations, specifications and subsoil investigation, as necessary for approval. Such approval shall not pass to the Employer or the Engineer the responsibility for maintaining the stability of the buildings or relieve the Contractor from his responsibility.

5.16 Concrete Reinforcement Starter Bars

5.16.1 The Contractor shall ensure concrete reinforcement starter bars are not a danger to personnel. Where permitted by the Engineer, starter bars shall be bent down.

Alternatively, the starter bars shall be protected using either hooked starters, plastic caps, plywood covers or other methods agreed with the Engineer.

6 Environmental and Health Requirements

6.1 Protection of the Environment

6.1.1 The Contractor shall be knowledgeable of and comply with all environmental laws, rules and regulations for materials, including hazardous substances or wastes under his control. The Contractor shall not dump, release or otherwise discharge or dispose of any such material without the authorization of the Engineer.

6.1.2 Any release of a hazardous substance to the environment, whether air, water or ground, must be reported to the Engineer immediately. When releases resulting from Contractor action occur, the Contractor shall take proper precautionary measures to counter any known environmental or health hazards associated with such release. These would include remedial procedures such as spill control and containment and notification of the proper authorities.

6.2 Air Pollution

6.2.1 The Contractor, depending on the type and quantity of materials being used, may be required to have an emergency episode plan for any releases to the atmosphere. The Contractor shall also be aware of local ordinances affecting air pollution.

6.2.2 The Contractor shall take all necessary measures to limit pollution from dust and any wind blown materials during the Works, including damping down with water on a regular basis during dry climatic conditions.

6.2.3 The Contractor shall ensure that all trucks leaving the Site are properly covered to prevent discharge of dust, rocks, sand, etc.

6.3 Water Pollution

6.3.1 The Contractor shall not dispose of waste solvents, petroleum products, toxic chemicals or solutions in the city drainage system or watercourse, and shall not dump or bury garbage on the Site. These types of waste shall be taken to an approved disposal facility regularly, and in accordance with requirements of relevant Authorities. The Contractor shall also be responsible to control all run-offs, erosion, etc.

6.4 Solid Waste

6.4.1 General Housekeeping

(a) The Contractor shall maintain the site and any ancillary areas used and occupied for performance of the Works in a clean, tidy and rubbish-free condition at all times.

(b) Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove from the Works and the Site to which the Taking-Over Certificate relates, all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave the said Works and Site in a clean condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

6.4.2 Rubbish Removal and Disposal

(a) The Contractor shall comply with statutory and municipal regulations and requirements for the disposal of rubbish and waste.

(b) The Contractor shall provide suitable metal containers for the temporary storage of waste.

(c) The Contractor shall remove rubbish containers from site as soon as they are full. Rubbish containers shall not be allowed to overflow.

(d) The Contractor shall provide hardstandings for and clear vehicle access to rubbish containers.

(e) The Contractor shall provide enclosed chutes of wood or metal where materials are dropped more than 7 meters. The area onto which the material is dropped shall be provided with suitable enclosed protection barriers and warning signs of the hazard of falling materials. Waste materials shall not be removed from the lower area until handling of materials above has ceased.

(f) Domestic and biodegradable waste from offices, canteens and welfare facilities shall be removed daily from the site.

(g) Toxic and hazardous waste shall be collected separately and be disposed of in accordance with current regulations.

(h) No waste shall be burnt on Site unless approved by the Engineer.

6.4.3 Asbestos Handling and Removal

The Contractor shall comply with all local regulations regarding the handling of asbestos materials. In the absence of local regulations, relevant International Standards shall apply.

6.4.5 Pest Control

The Contractor shall be responsible for rodent and pest control on the Site. If requested, the Contractor shall submit to the Engineer, for approval, a detailed programme of the measures to be taken for the control and eradication of rodents and pests.

6.5 Noise Control

6.5.1 The Contractor shall ensure that the work is conducted in a manner so as to comply with all restrictions of the Authorities having jurisdiction, as they relate to noise.

6.5.2 The Contractor shall, in all cases, adopt the best practicable means of minimizing noise. For any particular job, the quietest available plant/and or machinery shall be used. All equipment shall be maintained in good mechanical order and fitted with the appropriate silencers, mufflers or acoustic covers where applicable. Stationary noise sources shall be sited as far away as possible from noise-sensitive areas, and where necessary acoustic barriers shall be used to shield them. Such barriers may be proprietary types, or may consist of site materials such as bricks or earth mounds as appropriate.

6.5.3 Compressors, percussion tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the equipment. Pneumatic drills and other noisy appliances shall not be used during days of rest or after normal working hours without the consent of the Engineer.

6.5.4 Areas where noise levels exceed 90 decibels, even on a temporary basis, shall be posted as high noise level areas.

6.6 Protection of Archaeological and Historical Sites

6.6.1 Excavation in sites of known archaeological interest should be avoided. Where this is unavoidable, prior discussions must be held with the Directorate of Antiquities in order to undertake pre-construction excavation or assign an archaeologist to log discoveries as construction proceeds. Where historical remains, antiquity or any other object of cultural or archaeological importance are unexpectedly discovered during construction in an area not previously known for its archaeological interest, the following procedures should be applied:

a) Stop construction activities.
b) Delineate the discovered site area.
c) Secure the site to prevent any damage or loss of removable objects. In case of removable antiquities or sensitive remains, a night guard should be present until the responsible authority takes over.

d) Notify the responsible foreman/archaeologist. Who in turn should notify the responsible authorities, the General Directorate of Antiquities and local authorities (within less than 24 hours).
e) Responsible authorities would be in charge of protecting and preserving the site before deciding on the proper procedures to be carried out.
f) An evaluation of the finding will be performed by the General Directorate of Antiquities. The significance and importance of the findings will be assessed according to various criteria relevant to cultural heritage including aesthetic, historic, scientific or research, social and economic values.
g) Decision on how to handle the finding will be reached based on the above assessment and could include changes in the project layout (in case of finding an irrevocable remain of cultural or archaeological importance), conservation, preservation, restoration or salvage.
h) Implementation of the authority decision concerning the management of the finding.
i) Construction work could resume only when permission is given from the General Directorate of Antiquities after the decision concerning the safeguard of the heritage is fully executed.

6.6.2 In case of delay incurred in direct relation to Archeological findings not stipulated in the contract (and affecting the overall schedule of works), the contractor may apply for an extension of time. However the contractor will not be entitled for any kind of compensation or claim other than what is directly related to the execution of the archeological findings works and protections.

7 Additional Requirements for Work in Public Areas

7.1 General

7.1.1 These additional requirements shall apply to all works carried out in Public Areas.

7.1.2 Public Areas are defined as areas still used by or accessible to the public. These include public roads and pavements, occupied buildings and areas outside the Contractor's boundary fencing.

7.1.3 All work in Public Areas shall be carried out to minimize disturbance and avoid dangers to the public.

7.1.4 Before commencing work, the Contractor shall ensure that all necessary resources, including labour, plant and materials, will be available when required and that the works will proceed without delays and be completed in the shortest possible time. Periods of inactivity and slow progress or delays in meeting the agreed programme for the works, resulting from the Contractor's failure to provide necessary resources or other causes within the control of the Contractor, will not be accepted. In the event of such inactivity, slow progress or delays, the Contractor shall take immediate action to rectify the situation, including all possible acceleration measures to complete the works

within the agreed programme. Details of the actions and acceleration measures shall be submitted to the Engineer. If the Engineer is dissatisfied with the Contractor's proposals, the Contractor shall take such further actions or measures as required by the Engineer. All costs incurred shall be the responsibility of the Contractor.

7.2 Method Statement

7.2.1 The Contractor shall submit to the Engineer a method statement for each separate area of work in Public Areas. The Method Statement shall include:

(a) a general description of the Works and methodology of how it will be carried out.

(b) details of the measures and temporary works to minimize disturbance and safeguard the public. These shall include temporary diversions, safety barriers, screens, signs, lighting, watchmen and arrangements for control of traffic and pedestrians and advance warning to be given to the public.

(c) details of temporary reinstatement and maintenance of same prior to final reinstatement.

(d) for works involving long lengths of trenches or works to be completed in sections, the lengths or sections of each activity (eg up to temporary reinstatement, temporary reinstatement, final reinstatement) to be carried out at any one time.

(e) details of the availability of necessary resources (labour, plant, materials, etc) to complete the work.

(f) a programme showing start and completion dates and periods for all activities of each length or section, including temporary works, and the works overall.

(g) such further information as necessary or required by the Engineer.

7.2.2 The Contractor shall not commence work, including temporary works, until approval of the Contractor's Method Statement by the Engineer.

7.2.3 Method Statements shall be updated based on actual progress or as and when required by the Engineer.

7.3 Closure of Roads, Etc

7.3.1 The closure or partial closure of roads, pavements and other public areas will only be permitted if approved by the Engineer and Relevant Authorities. The Contractor shall detail for each closure the extent of area to be closed, the reasons and duration of the closure and, where appropriate, proposed diversions.

A sample Street Closure Permit is given in Annex 2.

7.3.2 Access to Properties Affected by the Works:

The Contractor shall identify, protect and maintain accesses to all properties affected by the works.

7.3.3 The Contractor shall ascertain and comply with any regulations concerning traffic and parking in addition to the obligations imposed by the Conditions of Contract and by law.

7.3.4 The Contractor shall provide and maintain all necessary diversion, diversion signs, barricades, fencing, lighting, flagmen or slop/go Signs where the Works affect the safely of traffic and the public on existing roads or temporary diversion roads.

7.4 Trench and Other Excavations

7.4.1 The requirements covering trench and other excavations will depend on the location and type of the excavation and the potential risks to the public.

7.4.2 The following guidelines apply particularly to trenches but shall also apply to other types of excavations:

(a) before commencing work the Contractor shall:

- notify the Engineer on the location and duration of the work. An excavation permit signed by the Engineer must be issued in accordance with Sub-Clause 5.15.1 before excavation proceeds in any work location.;
- obtain permission from relevant authorities including the police when required. The Contractor's attention is drawn to the requirements of Legislative Decree No 68 dated 9 September 1983, issued by the President of the Republic of Lebanon, and in particular to the provisions therein regarding prior notification by the Contractor to and the issue of excavation licenses by the Director of Roads or the Head of the Municipal Authority concerned, as applicable, before the commencement of excavations within the limits of streets, roads and other areas defined under the said Decree.
- erect all temporary works such as barriers, warning signs, lighting, etc;
- have available adequate materials for temporary supports to sides of excavations and necessary labour, plant and materials to complete the work within the shortest possible time;

(b) in carrying out the works the Contractor shall, unless otherwise permitted or required by the Engineer:

- not open more than one excavation within a radius of 250 metres;
- limit the length of trench excavation open at one time to 150 metres;
- maintain and alter or adapt all temporary works including supports to sides of excavations;
- remove all surplus excavated material the same day it is excavated;
- complete the works, including final reinstatement within ten days;
- where final reinstatement is not achieved within the required time, to carry out temporary reinstatement;
- ensure that any temporary reinstatement is maintained at the correct level until final reinstatement is achieved.

7.4.3 The above guidelines shall not relieve the Contractor of his obligations and responsibilities.

7.5 Safety Barriers

7.5.1 Safety barriers shall be provided to the perimeter of work areas and to trench and other types of excavations and to existing openings such as manholes, draw pits and the like. When exposed to the public, safety barriers shall be provided to both sides of trenches and around all sides of openings.

7.5.2 The Contractor shall provide details of the type or types of safety barriers for each excavation for the approval of the Engineer prior to commencing work. No work shall commence until the safety barriers are in place.

7.5.3 The type of safety barrier used shall be appropriate to the particular location and the potential risks to the public. Examples of different types of safety barriers are given below along with attached figures:

- Type 1 - excavated material;
- Type 2 - non-rigid barrier of rope or florescent tape strung between metal rods driven into the ground;
- Type 3 – non-rigid barrier type K2, K5a, K5c and K8.
- Type 4 - rigid concrete barrier. Such barriers should be secured by means of dowels driven into the ground.

7.5.4 The following are guidelines on the type of safety barriers that could be used in differing situations. They apply particularly to trenches but also apply to other types of excavations, existing openings and to the perimeter of work areas:

- areas not subject to vehicular traffic - Types 1 or 2;
- roadways (low traffic speed) - Types 1 and 3 or Types 2 and 3;
- roadways (high traffic speed) - Type 3 (short term 1 to 2 days) or Type 4 (long term more than 2 days).

7.5.5 The above examples of the types of barriers and the guidelines on situations in which they could be used shall not relieve the Contractor of his obligations and responsibilities.

8 Contractor's Site Check List

8.1 A sample Contractor's Site Check List is included in Annex 3. This is included to assist contractors should they wish to introduce such a system as part of their site management procedures. The list is not exhaustive and further items will need to be added by the Contractor.

8.2 The list is issued for guidance only, and does not, in any way, revise or limit the requirements covered elsewhere in these Regulations.

9 Protection of Other Property and Services

9.1 Roads And Footpaths: the Contractor shall protect public and private roads, footpaths and the like from damage by site traffic or other causes arising from the execution of the Works and shall repair any damage to the satisfaction of the relevant public authority or private owner.

9.2 Trees, Hedges, Shrubs, Lawns: the Contractor shall protect and preserve, trees, hedges, shrubs, lawns etc., and shall replace to approval, or treat as instructed, any plants or areas damaged or removed without approval.

9.3 Existing Features: the Contractor shall prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other features on the Site or adjacent thereto which are to remain in position during the execution of the Works.

9.4 Existing Services
The Contractor shall:

(a) notify all service authorities and private owners before commencing any work which may affect or damage existing drains and services and observe all service authorities' regulations and/or recommendations work adjacent to existing services.

(b) ascertain the positions of all services not indicated in the Contract Documents and check the positions of those which are so indicated.

(c) adequately protect, maintain and prevent damage to all services and shall not interfere with their operation without the consent of the service authority or owner.

If any damage is caused to existing services as a result of execution of the Works, the Contractor shall notify the Project Manager Representative/Engineer's Representative and the service authority or private owner and make arrangements to repair the damage to the satisfaction of the service authority or private owner as appropriate.

9.5 Adjoining Property
The Contractor shall:

- take all reasonable precautions to prevent damage to adjoining property and, if any damage is caused as a result of the execution of the Works, make good to the satisfaction of the owner.
- obtain permission of the owners if it is necessary to erect Temporary Works or otherwise use adjoining property and pay all charges.
- advise owners or occupiers of adjoining property of the dates on which work which may affect them is to be executed

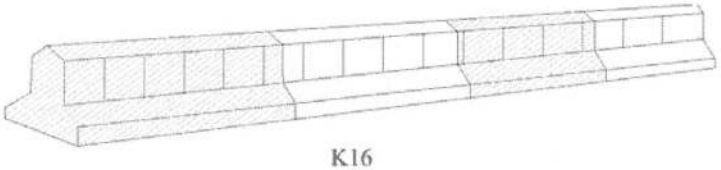
9.6 Existing Condition of roads, paths, features, services and adjoining property which is at risk from damage shall be recorded by photographs or surveys as appropriate.

9.7 Occupied Premises
The Contractor shall:

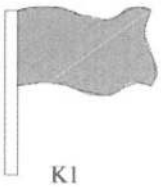
(a) where the works are to be carried out in or around occupied premises ascertain the times and nature of the occupation and use. Carry out the Works with minimum inconvenience, nuisance and danger to the occupants and users.

(b) if the danger to the occupied premises is such as to involve the safety of persons advise the Employer to evacuate temporarily such persons until the danger is eliminated. The expense of evacuation, temporary accommodation and re-occupation of the premises and other expenses shall be borne by the Employer.

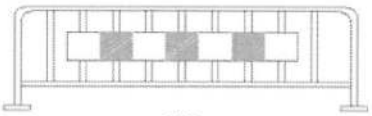
TEMPORARY TRAFFIC CONTROL DEVICES



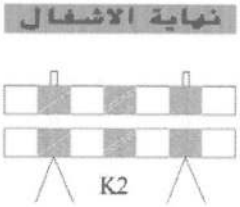
K16



K1

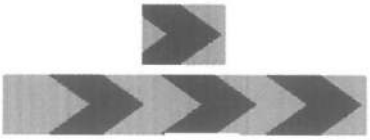


K2



K2

K5a



K8

K13b

K5c

TEMPORARY MARKING

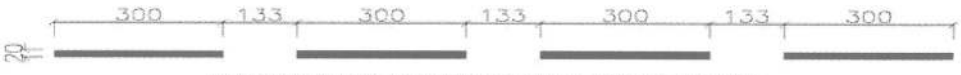
THESE LINES ARE YELLOW AND CAN BE
REMOVED WITHOUT ANY RESIDUAL TRACE.
DIMENSIONS ARE IN CM

FOR CONTINUOUS EDGE LINE AND FOR SEPARATING THE TRAFFIC IN OPPOSITE DIRECTIONS

MR2 TEMPORARY

FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

TYPE T1



FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

TYPE T3

TEMPORARY GUIDE SIGNS

BLACK TEXT AND GRAPHICS ON YELLOW SIGN PLATE

KD8

NOTICE PAVEMENT CHANGE
KD8

KD10

KD10

KD2

NOTICE THE DIVERSION
KD2

NOTICE REDUCTION IN NUMBER OF LANES
KD10

KC1

KD5

TEMPORARY WARNING SIGNS

AK2

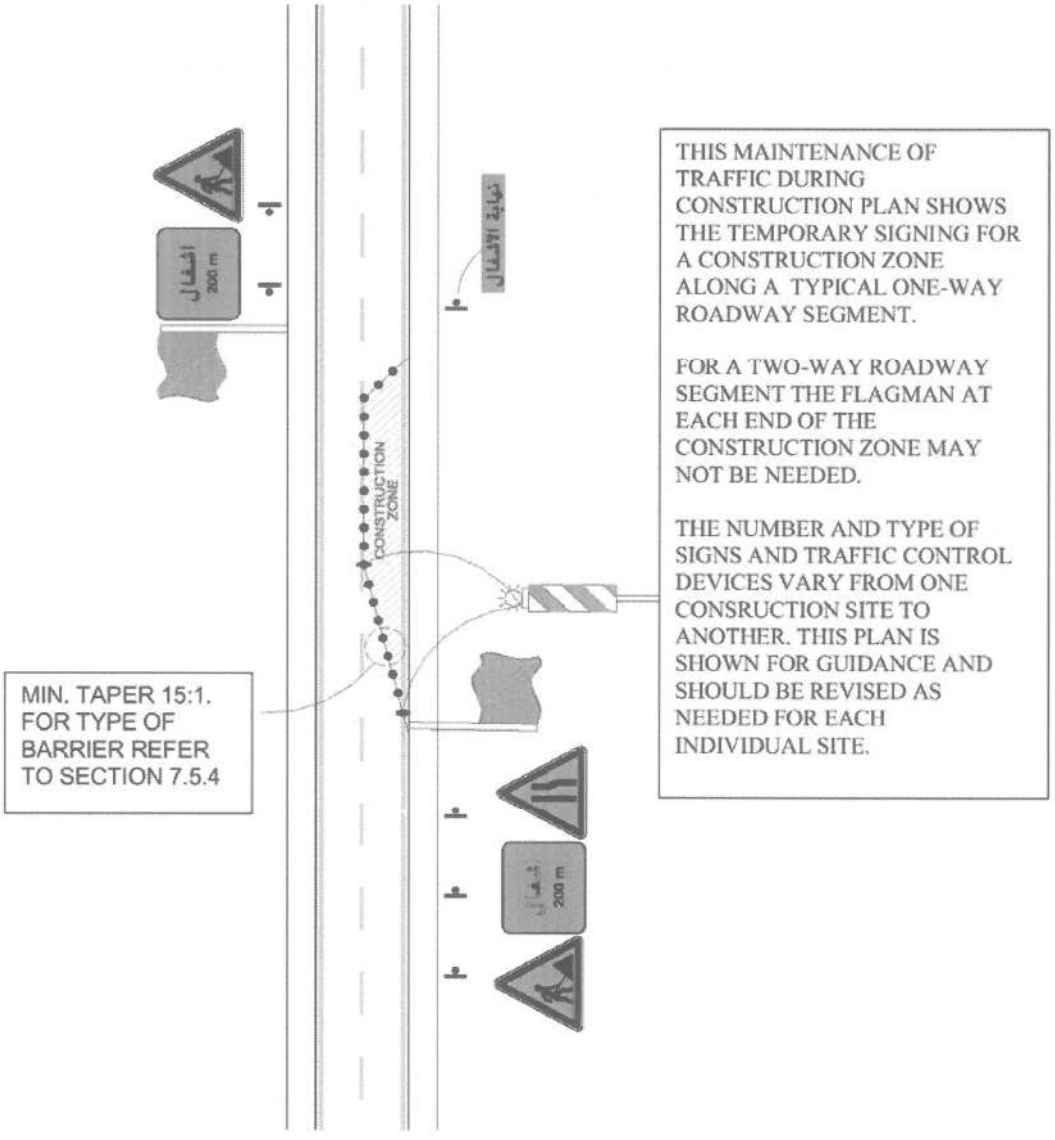
AK3

AK22a

AK5

SIZE TO BE DETERMINED BASED ON ROADWAY SPEED - USE 60KPH OR 80 KPH —

TEMPORARY ROAD WORKS
MAINTENANCE OF TRAFFIC DURING CONSTRUCTION TYPICAL LANE CLOSURE



THIS MAINTENANCE OF TRAFFIC DURING CONSTRUCTION PLAN SHOWS THE TEMPORARY SIGNING FOR A CONSTRUCTION ZONE ALONG A TYPICAL ONE-WAY ROADWAY SEGMENT.

FOR A TWO-WAY ROADWAY SEGMENT THE FLAGMAN AT EACH END OF THE CONSTRUCTION ZONE MAY NOT BE NEEDED.

THE NUMBER AND TYPE OF SIGNS AND TRAFFIC CONTROL DEVICES VARY FROM ONE CONSRUCTION SITE TO ANOTHER. THIS PLAN IS SHOWN FOR GUIDANCE AND SHOULD BE REVISED AS NEEDED FOR EACH INDIVIDUAL SITE.

MIN. TAPER 15:1. FOR TYPE OF BARRIER REFER TO SECTION 7.5.4

Annex 1

Sample Excavation Permit

To: ..... (Engineer)

From: ..... (Contractor) Date: .....

CDR Contract No: .....
Request for Excavation Permit No: .....

Please give approval for excavation to proceed in the following area:

Work to start on:

Existing services have been checked and identified by:

Drawings	#	Physical Survey	#
Catscan	#	Trial Holes Excavation	#

Signed (Contractor): .....

Approval of Engineer

The above excavation may proceed, subject to the following:

Services to be maintained:

Services to be isolated before work proceeds:

Other matters:

Signed (Engineer): .....

Date: .....

Annex 2

Sample Street Closure Permit

To: ..... (Engineer)

From: ..... (Contractor) Date: .....

CDR Contract No: .....
Request for Street Closure Permit No: .....

Please give approval for the closure of the following street(s) from ..... to ..... (*dates*)

Street(s):

Reasons:

Proposed diversions:

Signed (Contractor): .....

Approval of the Engineer

The above street(s) may be closed for the periods stated subject to the following conditions:

Approval has been given by relevant authorities and the police;

Other:

Signed (Engineer): .....

Date: .....

Annex 3

Sample Contractor's Site Check List

Safe Access:

- arrangements for visitors and new workers to the site
- safe access to working locations
- walkways free from obstructions
- edge protection to walkways over 2m above ground
- holes fenced or protected with fixed covers
- tidy site and safe storage of materials
- waste collection and disposal
- chutes for waste disposal, where applicable
- removal or hammering down of nails in timber
- safe lighting for dark or poor light conditions
- props or shores in place to secure structures, where applicable

Ladders:

- to be used only if appropriate
- good condition and properly positioned
- located on firm, level ground
- secure near top. If not possible, to be secured near the bottom, weighted or footed to prevent slipping
- top of ladder minimum 1 metre above landing place

Scaffolding:

- design calculations submitted
- proper access to scaffold platform
- properly founded uprights with base plates
- secured to the building with strong ties to prevent collapse
- braced for stability
- loadbearing fittings, where required
- uprights, ledgers, braces and struts not to be removed during use
- fully boarded working platforms, free from defects and arranged to avoid tipping or tripping
- securely fixed boards against strong winds
- adequate guard rails and toe boards where scaffold 2m above ground
- designed for loading with materials, where appropriate
- evenly distributed materials
- barriers or warning notices for incomplete scaffold (ie not fully boarded)
- weekly inspections and after bad weather by competent person
- record of inspections

Excavation:

- underground services to be located and marked and precautions taken to avoid them
- adequate and suitable timber, trench sheets, props and other supporting materials available on site before excavation starts
- safe method for erecting/removal of timber supports
- sloped or battered sides to prevent collapse
- daily inspections after use of explosives or after unexpected falls of materials
- safe access to excavations (eg sufficiently long ladder)
- barriers to restrict personnel/plant
- stability of neighbouring buildings risk of flooding
- materials stacked, spoil and vehicles away from top of excavations to avoid collapse
- secured stop blocks for vehicles tipping into excavations

Roof work:

- crawling ladders or boards on roofs more than 10 degrees
- if applicable, roof battens to provide a safe handhold and foothold
- barriers or other edge protection
- crawling boards for working on fragile roof materials such as asbestos cement sheets or glass. Guard rails and notices to same
- rooflights properly covered or provided with barriers
- during sheeting operations, precautions to stop people falling from edge of sheet
- precautions to stop debris falling onto others working under the roof work

Transport and mobile plant:

- in good repair (eg steering, handbrake, footbrake)
- trained drivers and operators and safe use of plant
- secured loads on vehicles
- passengers prohibited from riding in dangerous positions
- propping raised bodies of tipping lorries prior to inspections
- control of on-site movements to avoid danger to pedestrians, etc
- control of reversing vehicles by properly trained banksmen, following safe system of work

Machinery and equipment:

- adequate and secured guards in good repair to dangerous parts, eg exposed gears, chain drives, projecting engine shafts

Cranes and lifting appliances:

- weekly recorded inspections
- regular inspections by a competent persons
- test certificates
- competent and trained drivers over 18 years of age
- clearly marked controls
- checks by driver and banksman on weight of load before lifting
- efficient automatic safe load indicator, inspected weekly, for jib cranes with a capacity of more than one tonne
- firm level base for cranes

- sufficient space for safe operation
- trained banksman/slinger to give signals and to attach loads correctly, with knowledge of lifting limitations of crane
- for cranes with varying operating radius, clearly marked safe working loads and corresponding radii
- regularly maintenance
- lifting gear in good condition and regularly examined

Electricity:

- measures to protect portable electric tools and equipment from mechanical damage and wet conditions
- checks for damage to or interference with equipment, wires and cables
- use of the correct plugs to connect to power points
- proper connections to plugs; firm cable grips to prevent earth wire from pulling out
- "permit-to-work" procedures, to ensure safety
- disconnection of supplies to overhead lines or other precautions where cranes, tipper lorries, scaffolding, etc might touch lines or cause arcing

Cartridge operated tools:

- maker's instruction being followed
- properly trained operators, awareness of dangers and ability to deal with misfires
- safety goggles
- regular cleaning of gun
- secure place for gun and cartridges when not in use

Falsework/formwork:

- design calculations submitted
- method statement dealing with preventing falls of workers
- appointment of falsework coordinator
- checks on design and the supports for shuttering and formwork
- safe erection from steps or proper platforms
- adequate bases and ground conditions for loads
- plump props, on level bases and properly set out
- correct pins used in the props
- timberwork in good condition
- inspection by competent person, against agreed design before pouring concrete

Risks to the Public:

- identify all risks to members of the public on and off site, eg materials falling from scaffold etc., site plant and transport (access/egress) and implement precautions, eg scaffold fans/nets, banksmen, warning notices etc
- barriers to protect/isolate persons and vehicles
- adequate site perimeter fencing to keep out the public and particularly children. Secure the site during non-working periods
- make safe specific dangers on site during non-working periods, eg excavations and openings covered or fenced, materials safely stacked, plant immobilised, ladders removed or boarded

Fire - general:

- sufficient number and types of fire extinguishers
- adequate escape routes, kept clear
- worker awareness of what to do in an emergency

Fire - flammable liquids:

- proper storage area
- amount of flammable liquid on site kept to a minimum for the day's work
- smoking prohibited; other ignition sources kept away from flammable liquids
- proper safety containers

Fire - compressed gases, eg oxygen, LPG, acetylene:

- properly stored cylinders
- valves fully closed on cylinders when not in use
- adopt "hot work" procedures
- site cylinders in use outside huts

Fire - other combustible materials:

- minimum amount kept on site
- proper waste bins
- regular removal of waste material

Noise:

- assessment of noise risks
- noisy plant and machinery fitted with silencers/muffs
- ear protection for workers if they work in very noisy surroundings

Health:

- identify hazardous substances, eg asbestos, lead, solvents etc and assess the risks
- use of safer substances where possible
- control exposure by means other than by using protective equipment
- safety information sheets available from the supplier
- safety equipment and instructions for use
- keep other workers who are not protected out of danger areas
- testing of atmosphere in confined spaces; provision of fresh air supply if necessary. Emergency procedures for rescue from confined spaces

Manual handling:

- avoid where risk of injury
- if unavoidable, assess and reduce risks

Protective clothing:

- suitable equipment to protect the head, eyes, hands and feet where appropriate
- enforce wearing of protective equipment

Welfare:

- suitable toilets
- clean wash basin, hot/warm water, soap and towel
- room or area where clothes can be dried
- wet weather gear for those working in wet conditions
- heated site hut where workers can take shelter and have meals with the facility for boiling water
- suitable first aid facilities

Work in Public Areas

- all risks to the public identified
- method statement approved
- road closures approved
- temporary diversions in place
- safety barriers erected/maintained
- safety signs and lighting installed/maintained
- labour, materials, plant and other resources sufficient to meet programme
- temporary reinstatement completed and properly maintained
- permanent reinstatement completed at earliest possible date

Part II

Supplementary Safety, Health and Environmental Regulations

None

Appendix 2

VAT Mandate

Value Added Tax
Law # 379 dated 14112/2001
Amended by law No. 64 dated 20/10/2017

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

2- The Contractor/Consultant shall submit its offer without calculating the VAT in its unit price.

3- Method of invoicing the VAT for contracts totally financed by the Lebanese State:
The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.

4- Method of VAT invoicing /refund for contracts partially financed by foreign sources:
For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 3 above.
For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.

5- Methods of VAT refund for contracts totally financed by foreign sources:
The contracts totally financed by foreign sources shall be exempted from the VAT. Inthe event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/0112002.)

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

CONTRACTUAL FORMS

FORM OF AGREEMENT

This Agreement made the _____day of _____202_____between _____ _____of _____ (hereinafter called "the Employer") of the one part and _____ _____ (hereinafter called the "Contractor") of the other part

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor, Viz _____ _____ and has accepted a Bid by Contractor for the execution and completion of such Works and remedying of any defects therein.

Now this agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :

   a) The form of Agreement;
   b) The addendum(s) to Tender Documents (if any);
   c) The Appendix to Bid
   d) The Conditions of Particular Application (Part II);
   e) The General Conditions of Contract (Part I);
   f) The General Requirements and Preliminaries (if any);
   g) The Specifications;
   h) The Drawings;
   i) The priced Bill of Quantities
   j) The breakdown of Bill of Quantities prices
   k) Any other document forming part of the Contract including the Contractor's Bid insofar as it is not covered by any of the foregoing;

3. This agreement shall be considered embodying the employer's letter of Acceptance referred to in the Conditions of Contract. All actions and/or activities under the contract that relate to the date of the Letter of Acceptance shall be deemed to relate to the date of this agreement.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed Sealed and Delivered by the

The Employer
Address
Signed
Name
Affixed Seal

The Contractors
Address
Signed
Name
Affixed Seal

SPECIMEN FORM

BANK GUARANTEE FOR GOOD PERFORMANCE OF THE CONTRACT

To: Council for Development and Reconstruction
Tallet El Serail
P.O. Box 116/5351
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 the Contractor),

the Contractor 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 Contractor as a primary obligator and not as a 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 Contractor would fail to comply with his contractual obligations.

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

This guarantee shall enter into effect on the date of entry into force of the Contract and shall remain valid until .....*(insert date)* or until 28 days after the date of issuing the Defects Liability Certificate, whichever comes later.

Date: _____

SIGNATURE OF THE Bank:_____
(Stamp & Authorized Signature)

SPECIMEN FORM

BANK GUARANTEE FOR ADVANCE PAYMENT

To: Council for Development and Reconstruction
Tallet El Serail
P.O. Box 116/5351
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Advance Payment No_____

According to the terms of Contract, dated _____, for the _____, concluded

between

the Council for Development and Reconstruction
(hereafter called CDR) and

_____
(hereafter called the Contractor),

the CDR undertakes pay the Contractor ____% of the value of the contract or the amount of _____ by way of advance payment. The said advance payment shall be paid to the Contractor upon receipt by the CDR of the original of this guarantee.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Contractor as a primary obligator and not as a 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 Contractor would fail to comply with his contractual obligations.

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

This guarantee shall enter into effect on the date of payment to the Contractor of the advance payment, either partially or totally, and shall remain valid until .....*(insert date)* or until the CDR has received full repayment of the same amount from the Contractor, whichever comes later.

Date: _____

SIGNATURE OF THE Bank:_____
(Stamp & Authorized Signature)

APPENDIX 3

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.

APPENDIX 4

CHAPTER 7 "PROCEDURE OF COMPLAINTS"

انقضاء فترة الضمان ويُعاد بموجبه ضمان حسن التنفيذ إلى الملتزم.

٦. على اللجنة رفض الاستلام إذا وجدت مخالفة لشروط العقد، أما إذا رأت أن العقد قد نُفِّذ بصورة عامة وفقاً لأحكام دفتر الشروط مع وجود بعض النواقص أو العيوب الطفيفة وغير الجوهرية التي لا تحول دون إستعمال اللوازم أو الأشغال أو الخدمات وفق الغاية التي أُبرم العقد من أجلها، فيمكنها أن تقوم بالاستلام على أن تَفرض على الملتزم جزاءات تتناسب مع النواقص المرتكبة. تُحدَّد دقائق تطبيق هذه الفقرة في مرسوم يُتّخذ في مجلس الوزراء بناءً على اقتراح رئيسه وإنهاء هيئة الشراء العام.

٧. يمكن للجنة الاستعانة بخبرات من خارج الإدارة في حال عدم توافر الخبرات المطلوبة لصحة الاستلام في أحد أعضائها على الأقل، على أن تُطبّق أحكام هذا القانون في اختيار الخبير من خارج الإدارة.

٨. على الخبير، في حال الاستعانة بخبرات خارجية، تقديم تقرير خطي للجنة الاستلام.

٩. على لجنة الإستلام إتمام عملها في الوقت المحدد ووفقاً لأحكام هذا القانون وشروط العقد، ولا تترتّب أيّ نتائج قانونية على أيّ عملية استلام جارية خلافاً لذلك، ويُعتبر عضو لجنة الاستلام الممتنع أو المتخلّف دون عذر مشروع عن أداء الموجبات التي تقع على عاتقه مسؤولاً عن عمله ويُلاحَق مسلكياً وتأديبياً أمام المراجع المختصة. كما لا يُعمل بالإستلام الضمني أو الواقعي دون محاضر موضوعة وفقاً للأصول تُظهر الحقوق المترتّبة وقيمتها.

١٠. يُحظَّر على المراجع المختصة تسديد أيّ مبالغ مترتّبة نتيجة أيّ شكل من أشكال الاستلام الحاصل خلافاً لهذا القانون.

البند الرابع: سلطات التعاقد

المادة ١٠٢: سلطات التعاقد

تتولى سلطات التعاقد القيام بمهامها في ما يتعلّق بإجراءات الشراء والتعاقد بحسب أحكام هذا القانون، ومنها:

١. تخطيط مشترياتها العامة وتضمينها لخطة الشراء السنوية الخاصة بها في موازناتها بشكل يضمن توفّر الاعتمادات اللازمة، وجدولتها في سياق متعدّد السنوات عند الاقتضاء؛

٢. وضع آليات لدراسة وتقييم وتحليل حاجاتها الشرائية بحسب ما تقتضيه أحكام هذا القانون؛

٣. إرسال المعلومات والبيانات إلى هيئة الشراء العام بحسب ما تنص عليه أحكام هذا القانون ومراسيمه التطبيقيّة؛

٤. التقيّد بنشر المعلومات المطلوبة بمقتضى أحكام هذا القانون ومراسيمه التطبيقيّة على موقعها الإلكتروني إن وُجد، وعلى المنصة الإلكترونيّة المركزيّة لدى هيئة الشراء العام بشكل يضمن الشفافية مع مراعاة حق الوصول إلى المعلومات؛

٥. وضع آليات واضحة لإعداد دراسات السوق بحسب ما تقتضيه أحكام هذا القانون؛

٦. إعداد ملفات التلزيم وجعلها مُتاحة بحسب ما تقتضيه أحكام هذا القانون؛

٧. الإعلان تباعاً عن مشترياتها وفق الأصول وبحسب المادة ١٢ من هذا القانون وعلى المنصة الإلكترونيّة المركزيّة لدى هيئة الشراء العام؛

٨. إدارة ومتابعة تنفيذ العقود بشكل يضمن تحقيق القيمة الفضلى من إنفاق المال العام والمحافظة على المصلحة العامة، بحسب ما تقتضيه أحكام هذا القانون؛

٩. وضع الخطط لإدارة المخاطر ولتحقيق أهداف التنمية المستدامة في الشراء العام؛

١٠. وضع تقرير سنوي عن عمليات الشراء المجراة وفقاً لنموذج تضعه هيئة الشراء العام، وإرساله إلى ديوان المحاسبة وهيئة الشراء العام ونشره وفق الأصول؛

١١. غير ذلك من المهام المحددة في هذا القانون وسائر القوانين والأنظمة.

الفصل السابع:
إجراءات الاعتراض

المادة ١٠٣: الحق في الاعتراض

١. يَحقّ لكلّ ذي صفة ومصلحة، بما في ذلك هيئة الشراء العام، الإعتراض على أيّ إجراء أو قرار صريح أو ضمني تتّخذه أو تعتمده أو تُطبّقه أيّ من الجهات المعنيّة بالشراء في المرحلة السابقة لنفاذ العقد، ويكون مخالفاً لأحكام هذا القانون والمبادئ العامة المتعلقة بالشراء العام.

٢. يكون الاعتراض على القرارات السابق تحديدها،

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ويعود لكلّ من تتوافر فيه الشروط المذكورة في الفقرة الأولى من هذه المادة الاعتراض وفقاً للآلية الإلزامية الآتية:

أ ـ طلب إعادة نظر بمقتضى المادة ١٠٥ من هذا القانون،

ب ـ شكوى بمقتضى المادة ١٠٦ من هذا القانون،

ج ـ مراجعة قرارات هيئة الاعتراضات لدى مجلس شورى الدولة.

٣. لحين تشكيل الهيئة المنصوص عليها في هذا القانون تتبع إجراءات الإعتراض المعمول بها لدى مجلس شورى الدولة

المادة ١٠٤: مفعول الاعتراض

١. يترتّب على تقديم الإعتراض حظر توقيع العقد أو الإتفاق الإطاري أو وضعه موضع التنفيذ قبل صدور القرارات النهائية بشأنه إدارياً أو قضائياً أو انصرام المهل المحدّدة لصدورها، وعلى الجهة الشارية الإلتزام بهذا الحظر فور إبلاغها:

أ – طلب إعادة النظر أو الشكوى من هيئة الاعتراضات بطريقة التبليغ (بصورة الكترونية)،

ب – أو المراجعة أمام مجلس شورى الدولة، بأيّ طريقة من طرق التبليغ المتّبعة أمام هذا المجلس.

٢. تنتهي مدة الحظر المشار إليه في الفقرة ١ من هذه المادة بإنقضاء //٥// خمسة أيام عمل من تاريخ إبلاغ صاحب الشكوى أو المراجعة أو الجهة الشارية، حسب الحالة، وجميع المشاركين الآخرين في إجراءات الاعتراض، بقرار الجهة الشارية بحسب المادة ١٠٥ أو هيئة الاعتراضات بحسب المادة ١٠٦ .

٣. يحق لهيئة الاعتراضات أو مجلس شورى الدولة تقرير إنهاء الحظر والسماح للجهة الشارية بناءً على طلبها، أو تلقائياً، إستئناف الإجراءات الآيلة إلى توقيع العقد أو الاتفاق الإطاري، وذلك في الحالات الإستثنائية التي تُبرّرها العجلة ومقتضيات المصلحة العامة وبهدف تلافي ضرر أكيد قد يلحق بها نتيجة وقف العمل أو تأخّر تنفيذ العقد. يُدرَج قرار رفع الحظر في سجل إجراءات الشراء مع الأسباب الداعية إلى اتخاذه، ويُبلَّغ فوراً من كلّ من الجهة الشارية وصاحب الشكوى وجميع المشاركين الآخرين في إجراءات الاعتراض وفي إجراءات الشراء.

٤. لا تُقبل الاعتراضات المقدّمة مباشرة أمام مجلس شورى الدولة بشأن القرارات الصريحة أو الضمنية المرتبطة بإجراءات الشراء في مرحلة ما قبل التعاقد.

٥. يبقى قرار حظر توقيع العقد قائماً عند تقديم طلب مراجعة أمام مجلس شورى الدولة وذلك لمدة //٧// سبعة أيام عمل من تاريخ تقديم الطلب بحيث يُرفع حكماً بعد هذه المدة ما لم يقرّر مجلس شورى الدولة الابقاء عليه بقرار صريح.

٦. إنّ الأسباب المتعلّقة بالمخالفات المرتبطة بعملية الشراء والتي لم تبادر الجهات المعنيّة، باستثناء هيئة الشراء العام، إلى إثارتها خلال المهل المحدّدة في متن هذا الفصل تُعتَبر غير مجدية وبالتالي لا يمكن لهذه الجهات اللجوء إليها لاحقاً لتقديم اعتراض بحسب أحكام هذا الفصل.

المادة ١٠٥: تقديم طلب إعادة النظر

١ . يجوز لأيّ صاحب مصلحة أن يتقدّم طلب إعادة نظر بشأن قرار أو تدبير اتخذته الجهة الشارية في سياق إجراءات الشراء. خلافاً لكل نص آخر، تُقدَّم طلبات إعادة النظر بصورة حصرية أمام هيئة الاعتراضات المنصوص عليها في البند الثاني من الفصل السادس من هذا القانون.

٢ . يُقدَّم طلب إعادة النظر إلى هيئة الاعتراضات خطياً خلال الفترات الزمنيّة التالية:

أ – قبل الموعد النهائي لتقديم العروض إذا كانت تتعلق بشروط الدعوة أو التأهيل المسبق أو القرارات أو التدابير التي اتخذتها الجهة الشارية في هذا السياق؛

ب – خلال فترة التجميد البالغة //١٠// عشرة أيام عمل والتي تبدأ من تاريخ تبليغ العارض الفائز (ما يُعرف بالملتزم المؤقت) بحسب ما تنص عليه الفقرة ٢ من المادة ٢٤ من هذا القانون، إذا كانت تتعلق بالقرارات أو التدابير الأخرى التي اتخذتها الجهة الشارية في إطار إجراءات الشراء. وفي حال لم تطبّق أي فترة تجميد، ففي أيّ وقت يسبق نفاذ عقد الشراء أو الاتفاق الإطاري.

٣ . تُحيل هيئة الاعتراضات بطريقة الكترونية طلب إعادة النظر حكماً إلى الجهة الشارية فور تلقّيها هذا الطلب، كما تنشر إشعاراً بهذا الخصوص على المنصة الإلكترونيّة المركزيّة لدى هيئة الشراء العام يتضمّن ملخصاً عن الطلب وأسبابه.

٤ . على الجهة الشارية أن تُصدر قراراً بشأن طلب إعادة النظر وفقاً للفقرة ٥ من هذه المادة خلال //٥// خمسة أيام عمل من تاريخ تلقّي الإحالة الإلكترونية من لجنة الاعتراضات ومن ثمّ تحيله فوراً بطريقة إلكترونية إلى هيئة الاعتراضات التي تبلغ بدورها القرار إلى مقدّم الطلب وإلى جميع المشاركين الآخرين في إجراءات الاعتراض وفي إجراءات الشراء، وذلك خلال يوم عمل واحد من تلقّيها قرار الجهة الشارية.

٥ . يمكن للجهة الشارية، عندما تتّخذ قراراً بشأن إعادة النظر، أن تُلغي أيّ قرار أو تدبير اتّخذته في سياق إجراءات الشراء موضوع الطلب، أو أن تُصحّح هذا القرار أو التدبير أو تُعدّله أو تُؤكّده.

٦ . إذا لم تُحِل الجهة الشارية قرارها بشأن إعادة النظر إلى هيئة الاعتراضات بحسب مقتضيات الفقرة ٤ من هذه المادة وخلال المهلة الزمنيّة المحددة فيها، يُعَدّ ذلك قراراً ضمنياً بالرفض من قبلها.

٧ . تكون جميع القرارات الصادرة عن الجهة الشارية بموجب الفقرة الخامسة من هذه المادة، باستثناء القرارات الضمنية بالرفض، قرارات خطية تُبيّن فيها التدابير المتّخذة والأسباب الداعية إلى اتّخاذها. تُدرج الجهة الشارية في سجل إجراءات الشراء الذي تنص عليه المادة ٩ من هذا القانون ما يلي:

أ – القرارات الصادرة عنها؛

ب – الإحالة التي تلقّتها من هيئة الاعتراضات بموجب هذه المادة.

المادة ١٠٦: تقديم شكوى لدى هيئة الاعتراضات

١ . خلافاً لكل نص آخر، تُقدّم الشكاوى بصورة حصرية إلى هيئة الاعتراضات بشأن أيّ قرار أو تدبير اتّخذته الجهة الشارية أو أي من الجهات المعنيّة بالشراء في سياق إجراءات الشراء أو بشأن عدم إصدار الجهة الشارية قراراً بمقتضى المادة ١٠٥ من هذا القانون خلال المهل الزمنيّة المنصوص عليها في تلك المادة، مرفقة بالأسباب القانونية والواقعية المبنية عليها.

٢ . تُقدّم الشكاوى خطياً خلال الفترات الزمنيّة التالية:

أ – قبل الموعد النهائي لتقديم العروض إذا كانت تتعلق بشروط الدعوة أو التأهيل المسبق أو القرارات أو التدابير التي اتخذتها الجهة الشارية في هذا السياق؛

ب – خلال فترة التجميد البالغة //١٠// عشرة أيام عمل والتي تبدأ من تاريخ تبليغ العارض الفائز (ما يُعرف بالملتزم المؤقت) بحسب ما تنص عليه الفقرة ٢ من المادة ٢٤ من هذا القانون، إذا كانت تتعلق بالقرارات أو التدابير الأخرى التي اتخذتها الجهة الشارية في إطار إجراءات الشراء. وفي حال لم تطبّق أي فترة تجميد، ففي اي وقت بسبق نفاذ عقد الشراء أو الاتفاق الإطاري.

ج – تُقدّم الشكاوى بشأن عدم إصدار الجهة الشارية قراراً بمقتضى المادة ١٠٥ من هذا القانون خلال المهل الزمنيّة المحددة في تلك المادة خلال مهلة خمسة //٥// أيام عمل من الموعد الذي كان ينبغي فيه إبلاغ مقدّم طلب اعادة النظر بقرار الجهة الشارية وفقاً لأحكام المادة ١٠٥ من هذا القانون.

٣ . بعد أن تتلقى الشكوى، تقوم هيئة الاعتراضات على الفور بما يلي:

أ – تأخذ قراراً بتعليق إجراءات الشراء إذا رأت أنّ ذلك ضرورياً لحماية مصالح مُقدّم الشكوى وإذا كانت الشكوى جدية ومُستندة على أسباب مهمة. في هذه الحالة يكون التعليق لمدة عشرة //١٠// أيام عمل في حال تلقّت الشكوى قبل الموعد النهائي لتقديم العروض؛ كما يجوز لهيئة الاعتراضات أن تمدّد أيّ تعليق مُطبّق أو ترفعه، مع مراعاة الأحكام المنصوص عليها في هذه المادة؛

ب – تُبلّغ الجهة الشارية وجميع المشاركين المميّتة هويتهم في إجراءات الشراء الذين تتعلّق بهم الشكوى بمضمون تلك الشكوى؛

ج – في حال قرّرت الهيئة تعليق الإجراءات، فهي تحدّد مدة التعليق وتبلغ جميع المشاركين المميّتة هويتهم في إجراءات الشراء الذين تتعلّق بهم الشكوى بقرارها بشأن التعليق؛

د – تُنشر إشعاراً يتضمّن ملخصاً عن موضوع الشكوى وأسبابها على المنصة الإلكترونيّة المركزيّة لدى هيئة الشراء العام.

٤ . يجوز لهيئة الاعتراضات أن ترفض الشكوى إن هي قرّرت انها لا تستند إلى أُسس قانونية أو واقعية، وعليها عندئذ أن تُبلغ مقدّم الشكوى والجهة الشارية وجميع المشاركين الآخرين في إجراءات الشراء بالرفض وبالأسباب الداعية إليه. ويشكّل هذا الرفض قراراً بشأن الشكوى.

٥ . توجّه الإشعارات إلى مقدّم الشكوى والجهة الشارية والمشاركين الآخرين في إجراءات الشراء بموجب الفقرتين ٣ و٤ من هذه المادة، في موعد أقصاه ثلاثة //٣// أيام عمل تلي صدور القرارات المتعلّقة بها.

٦ . تقوم الجهة الشارية، فور تلقيها إشعاراً موجّهاً بموجب الفقرة الفرعية ٣ (ب) من هذه المادة بتمكين هيئة الاعتراضات من الاطّلاع الفعلي على كل ما في حوزتها من وثائق تتعلق بإجراءات الشراء.

٧ . تتخذ الهيئة واحداً أو أكثر من التدابير التالية، حسبما يكون مناسباً:

أ – إلزام الجهة الشارية وغيرها من الجهات المعنيّة بالإمتناع عن أي إجراء يخالف أحكام هذا القانون؛

ب – إلغاء كلياً أو جزئياً تصرّف الجهة الشارية أو قرارها الذي لا يمتثل لأحكام هذا القانون في إطار ما قبل التعاقد؛

ج – إلزام الجهة الشارية التي اتّبعت إجراءات مخالفة لأحكام هذا القانون بتصحيحها كما وتصحيح أي قرار صادر عنها لا يمتثل لأحكام هذا القانون في إطار ما قبل التعاقد؛

د – التأكيد على أي قرار صادر عن الجهة الشارية؛

ه – إنهاء إجراءات الشراء؛

و – رفض الشكوى؛

ز – اتخاذ تدابير بديلة بحسب ما تقتضيه الظروف.

٨ . تبلغ هيئة الاعتراضات ديوان المحاسبة والنيابة العامة لديه وهيئة الشراء العام والتفتيش المركزي بالمخالفات المكتشفة من قبلها عند البت بالشكوى وذلك لإتخاذ الإجراءات اللازمة.

٩ . يصدر قرار هيئة الاعتراضات بمقتضى الفقرة ٧ من هذه المادة في مهلة //٢٠// عشرين يوم عمل يلي تلقّي الشكوى. وتقوم الهيئة فوراً بعد ذلك بتبليغ القرار إلى الجهة الشارية ومقدّم الشكوى، وإلى جميع المشاركين الآخرين في إجراءات الاعتراض وفي إجراءات الشراء. ويسقط مع صدور القرار أي تعليق لإجراءات الشراء تكون قد قررته هيئة الاعتراضات.

١٠ . تكون جميع القرارات الصادرة عن هيئة الاعتراضات بمقتضى هذه المادة، باستثناء القرارات الضمنية بالرفض، قرارات خطية ومعلّلة تبيّن التدابير المتّخذة والأسباب الداعية إلى اتخاذها. تُدرج الجهة الشارية في سجل إجراءات الشراء الذي تنص عليه المادة ٩ من هذا القانون ما يلي:

أ – الشكوى التي تلقتها هيئة الاعتراضات بمقتضى هذه المادة؛

ب – القرارات الصادرة عن هيئة الاعتراضات.

١١ . تقبل قرارات هيئة الإعتراضات المراجعة أمام مجلس شورى الدولة خلال سبعة أيام عمل من تاريخ تبلّغها، ويتكوّن نتيجة انصرام المهلة المحددة في الفقرة ٩ من هذه المادة والتزام الهيئة الصمت بشأن الطلب المقدّم إليها أو التمنّع عن إبلاغ قرارها وفقاً لأحكام هذا القانون، قراراً ضمنياً بالرفض يكون بدوره قابلاً للمراجعة أمام مجلس شورى الدولة.

١٢ . إن تقديم الشكوى يُجمّد أيّ اجراءات رقابية في حال وجودها، وذلك إلى حين البتّ بالشكوى وإصدار قرار بشأنها.

١٣ . عند مخالفة قرار الهيئة من قبل أيّ جهة رقابية أخرى، وُجب تبرير قرارها والنشر على المنصة الإلكترونيّة المركزيّة لكي يصبح نافذاً.

المادة ١٠٧: حقوق المشاركين في الاعتراض

١ . يحق لكل صاحب صفة ومصلحة التقدّم بالاعتراض بمقتضى المادة ١٠٣ من هذا القانون.

٢ . يُمنع أي مشارك يبلّغ بحسب الأصول بالإجراءات، بما في ذلك إجراءات التأهيل المسبق، لكنه يتخلّف عن المشاركة فيها من الاعتراض لاحقاً بمقتضى المادتين ١٠٥ و١٠٦ من هذا القانون بشأن القرارات أو التدابير المتخذة من الهيئة أو من الجهة الشارية.

٣ . مع مراعاة أحكام المادة ١٠٣ من هذا القانون، يحق للجهة الشارية أن تشارك في إجراءات الاعتراض بمقتضى المادة ١٠٦ من هذا القانون.

٤ . يحق للمشاركين في إجراءات الاعتراض بمقتضى هذا القانون، أن يحضروا جميع جلسات الاستماع، وأن يكونوا ممثلين فيها وان يُستمع إليهم وأن يقدّموا الأدلة والإثباتات بجميع وسائل الإثبات وان يطلبوا عقد أي جلسة استماع وجاهية، ولهم حق الوصول إلى سجل إجراءات الاعتراض، مع الإحتفاظ بأحكام المادة ١٠٨ من هذا القانون.

المادة ١٠٨: السرية في إجراءات الاعتراض

لا تُفشى أية معلومات في سياق إجراءات الاعتراض إذا كان القيام بذلك يعرّض مصالح الدولة الأمنية للخطر أو إذا كان يخالف القانون أو يعيق تنفيذه. أما في حال كانت المعلومات تمس بالمصالح التجارية المشروعة للموزّدين أو المقاولين أو تعيق التنافس المنصف، فيقتضي أن يتقدّم طالب السرية بطلب موافقة هيئة الشراء العام.

الفصل الثامن:
النزاهة والمساءلة

المادة ١٠٩: الشفافية

١ . تنتهج سلطات التعاقد سياسة نشر إلزامية تعلن بموجبها عن خططها للشراء وتفاصيل تطبيقها بما في ذلك سير عمليات الشراء وإجراءات تلزيمها وعقدها ونتيجة استلامها وتنفيذها وقيمتها النهائية، وذلك وفق أحكام هذا القانون ومراسيمه التطبيقية.

٢ . تستعين سلطات التعاقد للإعلان عن المعلومات المذكورة بجميع وسائل النشر المتاحة لها، التقليدية منها كالجريدة الرسمية والصحف، أو الوسائل الحديثة كالمواقع الإلكترونيّة، ويكون النشر إلزامياً على المنصة الإلكترونيّة المركزيّة لدى هيئة الشراء العام، وعلى الموقع الإلكتروني الخاص بالجهة الشارية إن وُجد.

٣ . لا يَحدّ من النشر إلّا ما كان سرّياً بطبيعته تطبيقاً للمادة ٦ من هذا القانون.

٤ . تُجمع البيانات الخاصة بالشراء العام، على المستويات كافةً وفق أحكام هذا القانون، في قاعدة بيانات مركزية تُنشأ لهذه الغاية لدى هيئة الشراء العام كجزء من المنصة الإلكترونيّة المركزيّة. يكون الوصول إليها متاحاً مجاناً للمواطنين والمعنيين مع مراعاة أحكام المادة ٦ من هذا القانون.

٥ . يُتاح الوصول المجاني إلى المعلومات الخاصة بالمشتريات العامة من خلال المنصة الإلكترونيّة المركزيّة في هيئة الشراء العام والمواقع الإلكترونيّة الخاصة بالجهات الشارية.

المادة ١١٠: النزاهة

١ . مع مراعاة أحكام المادة ٦ من هذا القانون، تُلزِم سلطة التعاقد كل العاملين لديها المولجين بعمليات الشراء بما هو آتٍ:

أ – عدم إفشاء أية معلومات أو معطيات تتعلّق بالأسرار الفنيّة أو التجاريّة والجوانب السرية للعروض، والتي اتصلت بعلمهم أو حصلوا عليها جرّاء القيام بالمهام الموكلة إليهم.

ب – عدم تقديم معلومات اتصلت بعلمهم أو حصلوا عليها جرّاء القيام بالمهام الموكلة إليهم، تشكّل منفعة لأشخاص ثالثين وبما يخالف مبدأ المعاملة العادلة والمتساوية لجميع العارضين المنصوص عليه في المادة الأولى من هذا القانون.

٢ . يلتزم موظفو سلطة التعاقد والعاملون لديها بقواعد السلوك المنصوص عليها في المادة ١٠ من هذا القانون وبالمعايير الأخلاقية والمهنية، ويمتنعون عن الممارسات الفاسدة، بما في ذلك على سبيل المثال لا الحصر الاحتيال والتواطؤ والاختلاس وصرف النفوذ والتهديد وكذلك تفادي تضارب المصالح، كما هو مُعرَّف في المادة الثانية من هذا القانون والقوانين الأخرى ذات الصلة.

٣ . تستبعد سلطة التعاقد كلّ موظف أو عامل لديها مسؤول عن تقييم أو إبرام عقد شراء أو مراقبة تنفيذه خالف أحكام هذا القانون من المشاركة في القرارات المتعلّقة بالشراء، وتحيله إلى المراجع المختصة لاتّخاذ العقوبات الجزائية والتأديبية المنصوص عليها في القوانين النافذة ذات الصلة.

٤ . تُلزِم سلطة التعاقد العاملين لديها بمتابعة برامج تدريب على النزاهة، لرفع مستوى الوعي حول مخاطر عدم النزاهة، مثل الفساد والاحتيال والتواطؤ ومراعاة أو تمييز فريق على آخر، والعقوبات المرتبطة بها، ولتطوير المعرفة حول السبل لمواجهة هذه المخاطر وتعزيز ثقافة النزاهة.

٥ . تَشتَرِط سلطة التعاقد على المتعاملين معها الالتزام بأعلى معايير الأخلاق المهنية والمواطنة الصالحة بخاصة خلال فترة الشراء وتنفيذ العقد، تحت طائلة اتخاذ قرارات استبعاد بحقهم وفق ما تنص عليه المادة ٨ من هذا القانون. ولتحقيق هذا الموجب، على العارضين والملتزمين الامتناع عن الممارسات التالية:

أ – «ممارسة فاسدة» وتعني عرض أو استلام أو تسليم أو استدراج أيّ شيء ذي قيمة، سواء بشكل مباشر أو غير مباشر للتأثير في عمل مسؤول عام في