Immediate Airfield Rehabilitation at

René Mouawad Airport

GENERAL AND PARTICULAR CONDITIONS OF CONTRACT

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IMMEDIATE AIRFIELD REHABILITATION AT RENE MOUAWAD AIRPORT

CONDITIONS OF CONTRACT

GENERAL AND PARTICULAR CONDITIONS

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A21:1 PART I - GENERAL CONDITIONS

1021 GENERAL CONDITIONS: The General Conditions of Contract shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999 Part I, published by the Fédération Internationale Des Ingénieurs-Conseils (FIDIC), P.O. Box 86, CH 1000 Lausanne, 12-Chailly, Switzerland. The Contractor is deemed to have full knowledge of the General Conditions.

A21:2 PART II - PARTICULAR CONDITIONS

1025 PARTICULAR CONDITIONS: The following Particular Conditions are additional to or amend the General Conditions, as appropriate. They are to be read and construed in conjunction with the General Conditions. In the event of any discrepancy between the General Conditions and the Particular Conditions, the Particular Conditions shall take precedence. Mandatory provisions of applicable Lebanese law shall prevail over inconsistent provisions of the Contract Documents.

APPENDIX TO TENDER

Item	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Lebanese Civil Aviation Authority
Contractor's name and address	1.1.2.3 & 1.3	TBD
Engineer's name and address	1.1.2.4 & 1.3	TBD
Cost	1.1.4.3	Where the Contract allows for Cost Plus Profit, or Cost-plus reasonable Profit, percentage profit to be added to the Cost is 5% of the Cost
Time for Completion of the Works	1.1.3.3	25 calendar days from the Commencement Date.
Defects Notification Period	1.1.3.7	Three Hundred Sixty-Five (365) days from the date of completion stated in the Taking-Over Certificate.
Electronic transmission systems	1.3	Email to the addresses notified under Sub-Clause 1.3, with evidence of receipt, subject to mandatory Lebanese requirements for formal service.
Governing Law	1.4	The laws of the Republic of Lebanon, including Public Procurement Law No. 244/2021, as amended, and its applicable implementing regulations.
Ruling language	1.4	Arabic prevails over foreign-language texts to the extent required by mandatory Lebanese law.
Language for communications	1.4	English and/or Arabic
Time for right of access to and possession of the site	2.1	Upon Contract effectiveness, with access sufficient for commencement and execution under Sub-Clause 2.1.

Initials of signatory of Tender

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Item	Sub-Clause	Data
Amount of Performance Security	4.2	Ten percent (10%) of the Accepted Contract Amount, subject to Sub-Clause 4.2 and mandatory Lebanese law.
Subcontractors	4.4	Total limit of subcontracted works not to exceed 40% of Accepted Contract Amount
Working Hours	6.5	Twenty-four (24) hours per day, seven (7) days per week, in accordance with Sub-Clause 6.5.
Delay damages for the Works	8.7 & 14.15(b)	0.25 % per day up to a maximum of 10% of the Contract Price.
Adjustment for Change in Cost of Material	13.8	Applicable for specific items as indicated in the Preamble of the BOQ
Total Advance Payment	14.2	Ten percent (10%) of the Accepted Contract Amount
Start repayment of Advance Payment	14.2	From the first Interim Payment Certificate for the Works
Percentage of Retention	14.3	Five percent (5%) of payment due
Limit of Retention Money	14.3	Five percent (5%) of the Contract Price
Plant and Materials	14.5	Not Applicable
Minimum amount of Interim Payment Certificates	14.6	Not Applicable
Delayed Payment	14.8	Five percent (5%) per annum, subject to Sub-Clause 14.8 and mandatory Lebanese law.
Currency/currencies of payment	14.15	United States Dollars

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Item	Sub-Clause	Data
Periods for submission of insurance		
(a) evidence of insurance	18.1	Within seven (7) calendar days after the Contract becomes effective and, in all cases, before the Notice to Proceed under Sub-Clause 8.1.
(b) relevant policies		Within seven (7) calendar days after the Notice to Proceed under Sub-Clause 8.1; cover effective before the relevant insured activities commence.
Insurance Policies Wording	18.1	Clause 18, with required policy wording identified by title and version and supplied with the Tender Documents.
Amount Insured	18.2	Full reinstatement value under Sub-Clause 18.2, not less than 100% of the Contract Price.
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Allocation of deductibles shall follow the Contract, subject to mandatory law.
Minimum amount of third-party insurance	18.3	One million (USD 1,000,000) for any one incident or occurrence, as a combined single limit for property damage and personal injury/death, with no limit on the number of occurrences.
Date by which the DAB shall be Appointed.	20.2	Not Applicable
The DAB shall be	20.2	Not Applicable
List of proposed members of DAB	20.2	Not Applicable
Failure to Agree Dispute Adjudication Board	20.3	Appointment (if not agreed) has to be made by: Not Applicable

Initials of signatory of Tender

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PART II - PARTICULAR CONDITIONS

1.1 DEFINITIONS

1.1.1.5 Add at the end of this Sub-Clause
Specifications are separated into titled divisions for convenience of reference, and to facilitate letting of contracts and subcontracts, if applicable.

1.1.1.6 Add at the end of this Sub-Clause
Drawings are intended to show general arrangements, design, and extent of work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, the Contractor shall request clarification from the Engineer under Sub-Clause 1.9.

1.1.1.8 Replace Sub-Clause 1.1.1.8 with the following
"**Tender**" means the Letter of Tender and all other documents submitted by the Contractor with the Letter of Tender, as accepted by the Employer. The words 'Tender' and 'Bid' are synonymous.

Add the following Sub-Clause
1.1.1.11 **"General Requirements"** means Division 01 of the Specifications and as reflected by Division No.1 of the BOQ.

Amend the following definitions in Sub-Clause 1.1:

1.1.2.2 "**Employer**"

Add the following at the end of sub-clause 1.1.2.2

The words Employer/Owner may be used interchangeably in the Contract Documents.

1.1.2.4 "**Engineer**"

Add the following at the end of sub-clause 1.1.2.4

When the term 'Consultant' is used herein, it shall refer to the Consultant or the Engineer specified and defined herein or his duly authorized representative. References to the Employer's Representative or Owner's Representative mean the person notified in writing by the Employer, with the notified authority. Such person shall not exercise the Engineer's contractual functions unless expressly authorised under the Contract. Instructions affecting the Works shall be issued through the Engineer in accordance with Sub-Clause 3.3, without limiting lawful emergency, safety or security directions.

1.1.2.8 **Subcontractor**

Add the following at the end of sub-clause 1.1.2.8

The term 'Subcontractor' is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

Insert the following new definitions in Sub-Clause 1.1:

1.1.2.11 **"Engineer's Representative"** means a technical person appointed from time to time by the Engineer under Sub-Clause 3.2 to act as his assistant.

1.1.3.7 Add at the end of this Sub-Clause:

The term "Defects Notification Period" is also referred to in some Contract Documents as "maintenance period", "Maintenance Period" or "Defects Liability Period" and the alternative wording, where used shall be construed as 'Defects Notification Period'.

1.1.3.9 Add at the end of this Sub-Clause:

Day and year are identified using the Gregorian calendar. Periods stated in days in these Particular Conditions and the Appendix to Tender are calendar days unless expressly stated otherwise or required by mandatory law.

1.1.6 Insert the following new definitions in Sub-Clause 1.1.6:

1.1.6.10 **Approved**: The terms "**approved", "equal to", "directed", "required", "ordered", "designated", "acceptable", "satisfactory",** and similar words or phrases will be understood to have reference to action by the person to whom the Contract assigns the relevant function, acting within that person's contractual authority and subject to Sub-Clauses 1.1.2.4, 3.1 and 3.3.

1.1.4.8 Deleted and Replace with the following:

"Local Currency" means Lebanese Pounds. The Contract payment currency is United States Dollars, as stated in the Appendix to Tender; this definition does not change that payment currency.

1.5 PRIORITY OF CONTRACT DOCUMENTS

Delete the documents listed (a) to (h) and substitute:

(a) the Contract Agreement;

(b) the Letter of Acceptance;

(c) Any issued Addendum or Notice to Tenderers forming part of the Contract;

(d) the Priced Letter of Tender and Appendix to Tender;

(e) the Particular Conditions;

(f) the General Conditions;
(g) the Specifications

(h) the Drawings

(i) the Bill of Quantities, Method of Measurement and Preamble, and Rates and Breakdown of Unit Rates and Prices; and

(j) Any other document forming part of the Contract including the Contractor's Tender insofar as it is not covered by any of the foregoing

1.6 CONTRACT AGREEMENT

Delete this Sub-Clause and replace with the following:

The Contract Agreement shall be in the form annexed to the Tender Documents. Following expiry of the applicable standstill period, the Employer shall promptly request the Contractor to sign the Contract Agreement within fifteen (15) days. The competent authority of the Employer shall sign within fifteen (15) days after signature by the Contractor, or within thirty (30) days when an extension is permitted under mandatory Lebanese law. The Contract shall enter into force upon signature by the Contractor and the competent authority of the Employer, subject to the approvals and formalities required by mandatory Lebanese law. A Letter of Acceptance alone shall not dispense with those requirements. The costs of stamp duties and similar charges imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.

1.8 CARE AND SUPPLY OF DOCUMENTS

Add at the end of the last paragraph:

In particular the Contractor is required to notify the Engineer in writing of any error he may discern or discover in the design before or during the execution of the Works which could affect the safety of the Works.

The Employer shall make available all relevant drawings, maps and investigation data in its possession. The Contractor shall undertake the investigations and prepare the Contractor’s Documents expressly allocated to it under the Contract. Missing Employer design or data shall be notified promptly to the Engineer; this provision does not transfer the Employer’s design obligations to the Contractor or prejudice entitlements under Sub-Clauses 1.9, 4.12 and Clause 13, as applicable.

THE EMPLOYER

2.3 EMPLOYER'S PERSONNEL

Add the following paragraph at the end of Sub-Clause 2.3:

In the event that other contractors are working for the Employer on the Site, then their contracts will include similar clauses for co-operation and compliance to provide safety procedures, and the Employer shall notify the Contractor of the presence of such other contractors.

2.5 EMPLOYER'S CLAIMS

Add the following paragraph at the end of Sub-Clause 2.5:

Any deduction or set-off by the Employer shall comply with the notice, substantiation and agreement or determination requirements of this Sub-Clause and Sub-Clause 3.5, subject to mandatory law. The Employer shall identify the basis and amount of the deduction; undisputed sums shall be paid within the contractual period.

THE ENGINEER

3.1 ENGINEER'S DUTIES AND AUTHORITY

Add the following at the end of Sub-Clause 3.1:

The Engineer shall obtain the Employer's prior written approval before taking the following actions, subject to the emergency provision below:

(a) Sub-Clause 13.1 [Right to Vary] - issuing variation orders;

(b) Sub-Clause 13.2 [Value Engineering] – stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2

(c) Sub-Clause 13.3 [Variation Procedure] – approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clauses 13.1 and 13.2

(d) Sub-Clause 8.8 [Suspension of Work] - issuing orders of suspension of Works

(e) Sub-Clause 10.1 [Taking Over of the Works and Sections] – issuing Taking-Over Certificates

(f) Sub-Clause 11.9 [Performance Certificate] - issuing Performance Certificate

Subject to mandatory law, these approval requirements shall not apply to the Engineer's fair determinations under Sub-Clause 3.5, including valuation under Sub-Clause 12.3 and entitlements under Sub-Clauses 8.4, 13.7 and 13.8. Approval of expenditure or an instruction shall be distinguished from determination of an existing contractual entitlement. The Employer shall respond to a substantiated approval request within seven (7) calendar days, or a shorter period necessary to meet a contractual deadline. Silence shall not constitute approval. The approval process shall not extinguish contractual entitlements or relieve the Employer of its obligations; any resulting entitlement to time or payment shall be determined under the Contract.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor from any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, if any in respect of such instruction, in accordance with Sub-Clause 3.5 and Clause 13, as applicable and shall notify the Contractor accordingly, with a copy to the Employer.

3.4 REPLACEMENT OF THE ENGINEER

Delete this Sub-Clause and replace with the following:

If the Employer intends to replace the Engineer, the Employer shall, not less than seven (7) calendar days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor has reasonable objections to the intended Engineer, then he shall notify the Employer within three (3) calendar days from receipt of the Employer's notice of replacement with supporting particulars for the objection. The Employer shall consider any reasonable objection and give a reasoned decision before the intended replacement date, without prejudice to either Party's rights under Clause 20.

3.6 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Add new Sub-Clause 3.6 as follows:

(a) The Engineer shall not be responsible for the Contractor's operational techniques and procedures nor for the safety and stability of Temporary Works and Contractor's Equipment nor for measures for the safety, health and welfare of any persons on the site. The Contractor remains responsible for those matters notwithstanding the Engineer's review, inspection, approval or instruction. This allocation does not exclude responsibility for the Engineer's own breach of its expressly assigned duties or liability that cannot lawfully be excluded.
(b) The Engineer shall not be responsible for any default or omission of the Employer. No member of the Engineer's staff shall incur personal contractual liability to the Contractor merely by performing the Engineer's duties. Nothing in this Sub-Clause excludes liability for fraud, wilful misconduct or liability that cannot lawfully be excluded.

3.7 ADMINISTRATIVE MEETINGS:

Add new Sub-Clause 3.7 as follows:

The Engineer or the Contractor's Representative, vide the Employer's Representative, may call each other for administrative meetings to study the Works' matters, and in this case the Engineer shall prepare minutes of the meeting and provide copies to all the attendees and the Employer's Representative, taking into consideration that responsibilities for actions to be taken by any of the attendees shall comply with the Contract Conditions.

THE CONTRACTOR

4.1 CONTRACTOR'S GENERAL OBLIGATIONS

Insert the following at the end of this Sub-Clause:

If the Engineer instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly.

The Contractor shall include a schedule of technical submissions with the first programme under Sub-Clause 8.3 and submit each item sufficiently early to allow the applicable review period before the related work. For Contractor's Documents, material submissions and method statements requiring review or approval, the Engineer shall respond within seven (7) calendar days after receipt of a complete submission, giving approval, consent or reasoned comments, as applicable. The same period applies to resubmissions. Any necessary longer review period for a complex submission shall be agreed in writing in advance and coordinated with the programme, without prejudice to contractual entitlements. These periods do not alter mandatory authority procedures. Silence shall not constitute technical approval.

Any such approval or consent, or any review (under this Sub-Clause or otherwise), shall not relieve the Contractor from any obligation or responsibility

4.2 PERFORMANCE SECURITY

Delete the 2nd paragraph and replace with the following:

The Contractor shall deliver the Performance Security to the Employer within seven (7) calendar days after the Contract becomes effective, subject to mandatory Lebanese law, and shall send a copy to the Engineer. Failure to provide it shall be dealt with under the Contract and applicable law, including applicable requirements governing forfeiture of the tender security.

The Performance Security shall be in the amount stated in the Appendix to Tender, in a form and by an issuing institution complying with mandatory Lebanese law. To the extent required by mandatory Lebanese law, a bank guarantee shall be issued by a Lebanese bank approved by Banque du Liban and payable on demand. The annexed form shall be consistent with this Sub-Clause.

Add the following at the end of Sub-Clause 4.2

Whenever Variations and/or adjustments under Clause 13 [Variations and Adjustments] result in an accumulative increase or decrease of the Contract Price by more than fifteen percent (15%) of the Accepted Contract Amount:

a. in the case of such an increase, at the Employer's request the Contractor shall promptly increase the amount of the Performance Security in that currency by a percentage equal to the accumulative increase. If the Contractor incurs Cost as a result of this Employer's request, Sub-Clause 13.3 [Variation Procedure] shall apply as if the increase had been instructed by the Engineer; or
b. in the case of such a decrease, the Contractor shall be entitled, subject to mandatory Lebanese law, to a corresponding proportional reduction in the Performance Security. All adjustments shall respect the applicable statutory limit. Calls shall be made only in the circumstances and amounts permitted by this Sub-Clause and applicable law; amounts recovered shall be credited against the corresponding liability. Subject to mandatory law, the Employer shall return the Performance Security within fourteen (14) days after receiving a copy of the Performance Certificate.

4.3 CONTRACTOR'S REPRESENTATIVE

Add at the end of Sub-Clause 4.3:

If the Contractor's Representative is not, in the opinion of the Engineer, fluent in the language for communications, the Contractor shall have available on site at all times a competent interpreter to ensure the proper transmission of instructions and information.

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the language for communications. The Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.

4.4 SUBCONTRACTORS

Add in 4.4(a) after 'Materials' in line 1, 'or Plant which are in accordance with the standards specified in the Contract'.

Delete item (b) and replace with the following:

Subject to the exceptions in Sub-Clause 4.4(a), subcontracting of any part of the Contract requires the prior written consent of the Engineer and approval of the Employer, as provided in this Sub-Clause. Work performed prior to receipt of such consent and approval will be subject to rejection and removal from site.

Add the following at the end of Sub-Clause 4.4:

In addition to obtaining the Engineer's consent pursuant to Sub-Clause 4.4, the Contractor shall:

(a) notify the Engineer within three (3) calendar days after the Contract becomes effective, and before commencing work on Site, of any parts of the Works he intends to subcontract for which approval of the Engineer is required under Sub-Clause 4.4. For each subcontract the following shall be provided:

(i) the name, address and contact details of the Subcontractor;
(ii) the nature and scope of the work to be subcontracted;
(iii) information on the Subcontractor's experience of similar work and details of the Subcontractor's site supervision, sources of labour and equipment and financial capabilities, in sufficient detail to enable the Engineer to determine if the Subcontractor is able to undertake and complete the subcontract work within the time and to the standards required by the Contract;
(iv) the approximate value of the subcontract works based on the Contract prices;
(v) confirmation that the subcontract includes terms and conditions and all obligations and responsibilities contained in the Contract, in so far as these apply to the subcontract;

(b) notify the Engineer, at least seven (7) calendar days prior to the date that the Contractor requires approval from the Engineer, of any proposed change to the Subcontractors notified under (a) above and of any additional parts of the Works he proposes to subcontract. Similar information to that listed under (a) above shall be given for each subcontract;

(c) include in his weekly reports under Sub-Clause 4.21 to the Engineer, details of all subcontracts entered into, the names of the Subcontractors and the numbers of staff and labour for each Subcontractor on Site during the reporting period;

(d) include conditions and requirements in subcontracts similar to those in the Contract regarding assignment and sub-subcontracting the whole or part of the subcontract works including requirements similar to those under (a) to (d) above. Any approval by the Contractor to a Subcontractor regarding such assignment or sub-subcontracting shall be subject to the prior approval of the Engineer.

In Sub-Clause 4.4(c) of the General Conditions, replace the minimum notice period of 28 days with seven (7) calendar days. The Engineer and the Employer shall complete their reviews and communicate their consent, approval or reasoned comments through the Engineer within a combined period of seven (7) calendar days after receipt of the complete information required above. This review period may run concurrently with the commencement notice period. A shorter notice period may be agreed in writing, but the required prior consent and approval shall be obtained before the subcontracted work starts.

The Engineer may, by written notice and in accordance with Sub-Clause 6.9 [Contractor's Personnel], require the Contractor to remove from the Site or the Works any of the Contractor's Personnel, including the Contractor's Representative and personnel of Subcontractors of any tier. The Contractor shall promptly comply with such notice and, where appropriate, arrange for a suitably qualified and experienced replacement, without detriment to the execution or progress of the Works.

4.6 CO-OPERATION

Add the following at the end of Sub-Clause 4.6:

(a) The Contractor shall co-ordinate the execution of the Works with the Employer, the Engineer, other contractors engaged by the Employer and, as applicable to the Works, the airport operator, air traffic services, security and emergency services, public authorities and utility owners. The Contractor shall follow the communication arrangements established by the Engineer and ensure that its Subcontractors and suppliers comply with the applicable interface requirements.

(b) Before commencing activities on Site, the Contractor shall nominate a competent interface coordinator acting under the Contractor's Representative and notify the Engineer of that person's responsibilities, authority and contact details. The Contractor shall provide suitable cover during interface activities and an emergency contact. Such nomination shall not relieve the Contractor of any obligation under the Contract.

(c) The Contractor shall submit an interface management plan with its first programme under Sub-Clause 8.3 and submit arrangements for any earlier interface activity before that activity starts. The plan shall identify scope boundaries, physical and functional interfaces, responsible parties, information and approval requirements, dependencies and required dates. The Contractor shall maintain an interface register recording outstanding matters, decisions and actions, update it as the Works progress and report its status to the Engineer.

(d) Through the Engineer, the Contractor shall co-ordinate work sequencing, access, deliveries, storage, shared working areas, temporary facilities and handovers with affected parties. The Contractor shall observe the access arrangements required by the Contract, keep emergency routes clear and avoid unnecessary obstruction or interference. Before taking over or handing over a shared working area, the Contractor shall record its condition and notify the Engineer of unresolved interfaces or unsafe conditions.

(e) The Contractor shall apply in sufficient time for the permits, passes, escorts, operational clearances and shutdowns for which it is responsible under the Contract. Each request shall identify the affected area or service, proposed method, duration, protective measures and reinstatement arrangements. The Contractor shall not interrupt, isolate, connect to or restore an existing service or operational system without the required authorisation of its operator or relevant authority and any Engineer's instruction or consent required by the Contract. Necessary immediate action to protect life or property in an emergency shall be reported promptly to the Engineer and affected operator.

(f) Before working near existing services or adjoining works, the Contractor shall carry out the checks and verification required by the Contract and notify the Engineer of discrepancies. Its method statements and safety measures shall address the relevant interfaces, including segregation of work areas, security, vehicle and pedestrian movements, foreign object debris, dust, glare, and equipment, crane and stockpile heights where these may affect airport operations. The Contractor shall brief its personnel, protect affected facilities and promptly report hazards affecting the Works or airport operations and take appropriate measures to make safe those within its control.

(g) The Contractor shall co-ordinate the inspections, testing, commissioning and handover required by the Contract with the Engineer and affected operators, authorities and other contractors. It shall identify prerequisites, give the required notices and co-ordinate attendance, and provide the interface records, as-built information, operating information and training required by the Contract. An operational release or transfer of a working area shall not in itself constitute Taking Over under Clause 10.

(h) The Contractor shall attend the meetings under Sub-Clause 3.7, provide current interface information and maintain an action record consistent with the Engineer's minutes. It shall promptly notify the Engineer in writing of interface conflicts, unavailable access, delayed approvals or interference that may affect safety, quality or progress, stating the effects and proposed mitigation. It shall seek the necessary instructions, take reasonable mitigation measures within its control and continue unaffected work.

(i) Co-ordination arrangements, meeting records and third-party directions shall not amend the Contract or replace instructions under Sub-Clause 3.3. The Contractor shall comply with lawful safety and security directions and refer any resulting contractual implications to the Engineer. These obligations do not transfer to the Contractor responsibility for the independent performance of other contractors engaged by the Employer, operators or authorities. They do not relieve the Contractor of responsibility for its own personnel, Subcontractors or suppliers, or diminish the Employer's obligations under Sub-Clause 2.3. The allocation of responsibility, any entitlement to time or payment, and all required notices shall remain subject to the Contract.

4.10 SITE DATA

Add the following at the end of Sub-Clause 4.10:

The limits of the Site shall be as shown on the Drawings. If the Contractor requires land beyond this Site, he shall obtain it entirely at his own cost and, before taking possession, shall supply the Engineer with a copy of all necessary permits.

4.12 UNFORESEEABLE PHYSICAL CONDITIONS

The notice of physical conditions under this Sub-Clause shall be given as soon as practicable after the Contractor becomes aware of them, so that the Engineer has a reasonable opportunity to inspect and investigate. Any claim for time or payment remains subject to Sub-Clause 20.1.

Add the following at the end of the fifth paragraph:

Delay in giving the notice under this Sub-Clause shall not of itself forfeit entitlement. In assessing the claim, account shall be taken of any material prejudice caused to inspection or investigation, without prejudice to the express notice time bar in Sub-Clause 20.1 and mandatory law.

4.15 ACCESS ROUTE

Add at the end of Sub-Clause 4.15 as follows:

If any damage occurs to the roads/highway adjacent to the Works as a result of the Contractors activities, the Contractor shall arrange in close consultation with the Engineer and the Employer to repair such damages in accordance with the relevant standards bearing all associated costs, charges and expenses. The Contractor's responsibility shall cover damages caused by himself or his subcontractors employed to furnish any task associated with the Works.

Contractor shall be responsible to seek approvals/permits from regulatory authorities for any and all logistics necessary for the performance of the Works.

4.16 TRANSPORT OF GOODS

In Sub-Clause 4.16(a), replace the minimum delivery notice period of 21 days with three (3) calendar days, or a shorter period agreed by the Engineer. The Contractor shall still obtain all required transport, access, airport and security clearances before delivery.

4.17 CONTRACTOR'S EQUIPMENT

Add the following at the end of Sub-Clause 4.17

The Contractor shall maintain at his own cost and expense, adequate, safe, and sufficient walkways, platforms, scaffolds, ladders, hoists, and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and to make the place of work safe and free from avoidable danger, and as may be required by safety provisions of applicable laws, ordinances, rules, regulations, and building and construction codes.

4.18 PROTECTION OF THE ENVIRONMENT

Add the following at the end of Sub-Clause 4.18:

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

4.19 ELECTRICITY, WATER AND GAS

Add the following at the end of Sub-Clause 4.19:

The Employer is not responsible for the interruption of water and electricity and any other services that may be provided by the Employer against cost, therefore the Contractor shall take all necessary measures to avail such facilities.

4.21 PROGRESS REPORTS

Replace the first paragraph of Sub-Clause 4.21 with the following:

Progress reports shall be prepared weekly and submitted within two (2) calendar days after each seven-day reporting period, starting on the Commencement Date. The first and last reports shall cover any shorter reporting period. Each report shall be proportionate to the Works and include the information required by this Sub-Clause. References to a reporting month in this Sub-Clause shall mean the applicable weekly reporting period. The first report shall also summarise preparatory work since the Contract became effective. Reporting shall continue for the period required by the second paragraph of Sub-Clause 4.21.

4.23 CONTRACTOR'S OPERATIONS ON SITE

Add the following at the end of Sub-Clause 4.23:

The Employer is not responsible for the Contractor's material, equipment etc. during the execution of Works, or during the Defects Notification Period in case the Contractor has left his equipment and material at Site.

The Contractor shall be responsible for removal of all rubbish, debris, and dirt resulting from the Work and shall clean up as requested by the Consultant and the Owner's Representative. The Contractor shall be responsible for the cost of cleanup and removal from premises.

4.25 TEMPORARY FACILITIES AND SERVICES FOR THE ENGINEER

Add new Sub-Clause 4.25 as follows:

If the Contractor fails to provide and maintain any of the Temporary facilities and services required for the use of the Employer’s Personnel, then the Employer shall be entitled to provide and maintain such Temporary facilities and services and shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

STAFF AND LABOUR

6.3 PERSONS IN THE SERVICE OF EMPLOYER

Add the words "OR ENGINEER" to the title of this Sub-Clause.

Add the words "or Engineer's" after "Employer's" in the second line.

6.4 LABOUR LAWS

Delete the first paragraph of this Sub-Clause and replace with the following:

The Contractor shall comply with all laws and regulations regarding the employment of labour in Lebanon, including any such laws or regulations that come into force after the date of the Tender.

6.5 WORKING HOURS

Add the following paragraph at the end of Sub-Clause 6.5:
Working days and hours shall be twenty-four (24) hours per day, seven (7) days per week, including weekends and public holidays. The Contractor shall comply with applicable laws and regulations and shall obtain the approvals and permits required for these working arrangements.

6.10 RECORDS OF CONTRACTOR'S PERSONNEL AND EQUIPMENT

Replace the monthly submission frequency in Sub-Clause 6.10 with weekly submissions, included in the reports under Sub-Clause 4.21.

Add new Sub-Clauses 6.12 to 6.19 as follows:

6.12 REPATRIATION OF LABOUR

The Contractor shall be responsible for the return to the place where they were recruited, or to their domicile, of all persons that he has recruited and employed for the purposes of or in connection with the Works and he shall maintain such persons as are to be so returned in a suitable manner until they have left the Site or, in the case of persons who are not nationals and who have been recruited outside Lebanon, have left Lebanon.

6.13 BURIAL OF THE DEAD

The Contractor shall make any necessary arrangements for the transportation, to any place required for burial, of any of his expatriate employees during his employment or any member(s) of their families who may die in the country. The Contractor shall also be responsible for making any arrangements in respect to burial of any of his local employees who may die while engaged upon the Works.

6.14 HOLIDAYS AND RELIGIOUS CUSTOMS

The Contractor shall arrange shifts to maintain the working days and hours under Sub-Clause 6.5, while complying with the applicable limits on individual working hours, weekly rest periods and public holiday entitlements, and respecting recognized religious customs.

6.15 EPIDEMICS

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the public health authorities or any other official body for the purpose of dealing with and overcoming the same and shall provide all necessary preventive precautions.

6.16 SUPPLY OF WATER

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel

6.17 HYGIENE

The Contractor shall provide adequate hygienic conditions with respect to Garbage collection and sewage disposal on the Site.

6.18 ALCOHOLIC LIQUOR OR DRUGS

The Contractor shall not bring into the Site, nor allow the importation on to the Site or to any accommodation provided for his Contractor's Personnel, nor permit the use of any alcoholic liquor or narcotic drugs, by any of the Contractor's personnel.

6.19 ARMS AND AMMUNITION

The Contractor shall not bring to the site or use on it, any arms, ammunition or explosive materials prohibited by law, and shall prevent his Contractor's Personnel from having or using such arms and ammunitions on Site.

PLANT, MATERIALS AND WORKMANSHIP

7.3 INSPECTION

For inspections required before work is covered up or put out of sight, the Contractor shall notify the Engineer when the work is ready and give at least twenty-four (24) hours' notice before covering it up or putting it out of sight, unless a shorter period is agreed with the Engineer. The Engineer shall inspect within twenty-four (24) hours after receiving that notice or agree another inspection time with the Contractor. The other provisions of Sub-Clause 7.3 remain applicable, including those governing failure to attend and subsequent uncovering.

7.4 TESTING

Add the following at the end of Sub-Clause 7.4:

The Contractor shall bear the costs of tests stated in the Contract, whether included in the Specifications or required by applicable standards.

The Contractor shall provide the laboratories required by Specifications or by any other Contract Document.

The Contractor shall give the Employer and the Engineer seven (7) calendar days' notice before the dates of tests that may be held outside the Country, and shall be deemed to have accounted for such in his Programme. A shorter notice period or remote witnessing may be agreed in writing with the Engineer and the Employer.

7.5 REJECTION

Add the following at the end of Sub-Clause 7.5:

The Contractor shall promptly remove, at his own expense, all rejected materials from the work site as may be instructed by the Engineer.

COMMENCEMENT, DELAYS AND SUSPENSION

8.1 COMMENCEMENT OF WORKS

Delete Sub-Clause 8.1 in its entirety and replace with:

The Engineer shall give a Notice to Proceed stating the Commencement Date not less than seven (7) days before that date, after the prerequisites below have been satisfied.
The Notice shall be issued promptly after the Contract has become effective, the Performance Security has been submitted, the required insurance cover is effective and evidenced, and access necessary for commencement is available under Sub-Clause 2.1. The Contractor shall complete prerequisites within its responsibility within the contractual periods.

The Contractor shall not commence an activity before the insurance required for that activity is effective. No instruction or agreement shall waive mandatory insurance requirements. The full policies shall be submitted within the period stated in the Appendix to Tender.

8.3 PROGRAMME

In the first paragraph of Sub-Clause 8.3, replace the period of 28 days for submission of the first programme with three (3) calendar days after receipt of the Notice to Proceed under Sub-Clause 8.1. In the paragraph governing the Engineer's review, replace 21 days with seven (7) calendar days.

The Contractor shall submit a revised programme within two (2) calendar days after receiving the Engineer's notice requiring revision, or another period agreed in writing for a substantial revision. The initial programme shall show the full 25-calendar-day execution period and the submissions, reviews, procurement, interfaces, tests and handover activities needed to achieve completion. The Contractor shall update progress and the next seven days' planned activities in each weekly report.

Add new subparagraph (e) at the end of the first paragraph of Sub-Clause 8.3:

(e) a cash flow schedule showing the Contractor's anticipated expenditure and payments by the Employer during the contract period.

Add new subparagraph (f) after subparagraph (e) of the first paragraph of Sub-Clause 8.3:

an interface schedule consistent with Sub-Clause 4.6, showing the sequence and dependencies of interfacing activities, required information and decisions, access and shutdown windows, joint inspections and tests, and staged handovers. Dates dependent on other entities shall distinguish confirmed arrangements from assumptions requiring confirmation.

8.4 EXTENSION OF TIME FOR COMPLETION

Add the following paragraph at the end of Sub-Clause 8.4:

In determining any extension of the Time for Completion under this Sub-Clause, the Engineer shall be entitled to take into account the effect of work omitted by any instruction issued by him pursuant to Clause 13 and any delays for which the Contractor is responsible, but he shall have no power to reduce the Time for Completion.

8.7 DELAY DAMAGES

Add the following words in line 2 of the second, paragraph, after the words 'other than':

'Engineer's additional supervision fees that may become payable under Sub-Clause 8.13 [*Engineer's Additional Supervision Fees]* and damages payable'.

Add the following at the end of Sub-Clause 8.7:

The delay damages shall be payable in the currency in which the Contract Price is payable.

8.13 ENGINEER'S ADDITIONAL SUPERVISION FEES

Add new Sub-Clause 8.13 as follows:

If, by reason of any delay for which the Employer is entitled to payment of delay damages under Sub-Clause 8.7 *[Delay Damages]*, the Employer is obliged to pay additional fees for the Engineer's supervisory staff on site, the Employer shall be entitled to recover the amount

of such additional fees from the Contractor in a manner similar to that set out for the recovery of delay damages under Sub-Clause 8.7. Such recovery shall be limited to reasonable, substantiated additional fees actually payable as a result of the Contractor's culpable delay, determined under Sub-Clauses 2.5 and 3.5. No amount already compensated through delay damages or otherwise shall be recovered twice. This provision does not make the Employer's payment of fees due under the separate consultancy agreement conditional on recovery from the Contractor.

TESTS ON COMPLETION

9.1 CONTRACTOR'S OBLIGATIONS

Add the following paragraph at the end of Sub-Clause 9.1:

Tests that must be completed before issuing the Taking-over Certificate shall be as stated in the Specifications.

In the second paragraph of Sub-Clause 9.1, replace the minimum notice period of 21 days with three (3) calendar days and the period of 14 days after the notified readiness date with two (2) calendar days. The latter period is for arranging and commencing the Tests on Completion. The test duration shall remain that required by the Specifications and applicable standards. The parties may agree other test dates in writing. Nothing in Clauses 7 or 9 shortens prescribed curing periods, minimum test durations or mandatory authority requirements.

9.2 DELAYED TESTS

Replace both references to the period of 21 days in Sub-Clause 9.2 with seven (7) calendar days, subject to the technical and mandatory requirements preserved under Sub-Clause 9.1.

EMPLOYER'S TAKING OVER

10 EMPLOYER'S TAKING OVER

10.1 TAKING OVER OF THE WORKS AND SECTIONS

Add before 'Sub-Clause 8.2' in line 3, the words 'Sub-Clause 4.1 *(Contractor's General Obligations)* sub-paragraph (d) and'.

In Sub-Clause 10.1, replace the period of 14 days before anticipated completion with seven (7) calendar days, and replace both references to 28 days for the Engineer's response and the corresponding deemed-certificate period with seven (7) calendar days. Any Employer approval required under Sub-Clause 3.1 shall be obtained within that response period. The Employer shall arrange the required acceptance committee and inspections in time to meet

this timetable. A certificate or deemed certificate shall not dispense with acceptance procedures or approvals required by mandatory Lebanese law.

11 DEFECTS LIABILITY

11.10 UNFULFILLED OBLIGATIONS

Add the words '(including all obligations imposed by the Laws of the Country)' after the word 'obligations' in line 3.

MEASUREMENT AND EVALUATION

12.1 WORKS TO BE MEASURED

Delete the first sentence of the fourth paragraph and substitute the following:

Wherever any Permanent Works are specified or instructed by the Engineer to be measured from records, the Contractor shall prepare such records, including as-built drawings, progressively and timely, and submit them to the Engineer for approval. The Engineer shall check the submitted records and, within seven (7) calendar days after receipt, confirm them or give reasoned corrections or comments.

12.2 METHOD OF MEASUREMENT

Delete this Sub-Clause and substitute the following:

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

12.3 EVALUATION

Amend Sub-Clause 12.3 (second paragraph) as follows:

12.3 (a) (i) Delete '10%' and substitute '15%'

12.3 (a) (ii) Delete '0.01%' and substitute '0.02%'.

Add the following paragraph after the third paragraph:

The Contractor shall submit a substantiated build-up of any new or derived rate or price, identifying relevant direct costs, overheads and profit and avoiding double counting. The applicable valuation principles under this Sub-Clause shall govern. Where Cost plus profit applies, the profit percentage shall be that stated in the Appendix to Tender. If sufficient substantiation is not supplied after a reasonable request, the Engineer shall make a reasoned determination under Sub-Clause 3.5 on the available information, subject to the Parties' rights under Clause 20.

12.4 OMISSIONS

Add the following at the end of Sub-Clause 12.4:

The provisions of this Sub-Clause shall not apply to Provisional Sums.

12.5 ERROR OR OMISSION IN BILL OF QUANTITIES

Add the following Sub-Clause 12.5:

Any error in description or omission from the Bill of Quantities shall not vitiate the Contract nor release the Contractor from the execution of the whole or any part of the Works according to the Contract Documents or from any of his obligations or liabilities under the Contract. This provision does not deem omitted work to be included without payment or exclude measurement, valuation or variation entitlements under Clauses 12 and 13.

13.3 VARIATION PROCEDURE

Add the following to Sub-Clause 13.3:

The Contractor shall submit a requested Variation proposal, with the available supporting particulars, within three (3) calendar days after the Engineer's request, or another period agreed in writing having regard to its complexity. The Engineer shall respond with approval, disapproval or comments within seven (7) calendar days after receiving the complete proposal. Any necessary Employer approval shall be sought concurrently and within that response period. A longer review period for a complex proposal shall be agreed in writing. Pending valuation, the Engineer shall issue any necessary instructions in accordance with the Contract. The obligation to continue the Works and the Parties' rights to valuation, time and payment remain governed by the Contract.

CONTRACT PRICE AND PAYMENT

14.1 THE CONTRACT PRICE

Delete 14.1 (d) and replace with the following:

The Contractor shall have submitted with his Tender the following information concerning the Contract Price:

(i) a breakdown of all unit rates and prices contained in the priced Bill of Quantities, showing the costs of labour, Materials, Plant, Contractor's Equipment and other charges, separately
(ii) a breakdown of unit rates of the dayworks schedules.

The Engineer shall have the right to request, and the Contractor shall provide a further breakdown of all unit rates and prices including a detailed breakdown of any other charges.

The breakdowns provided under this sub-paragraph shall be used by the Engineer in agreeing or determining derived or new rates and prices under Sub-Clause 12.3 [Evaluation], where appropriate, and may be used by the Engineer for preparing Payment Certificates.

14.2 ADVANCE PAYMENT

Delete Sub-Clause 14.2 and substitute the following:

(a) Upon receipt of confirmation from the Contractor that the following matters have been carried out by him:
   i. submittal of Performance Security in accordance with Sub-Clause 4.2;
   ii. application for the Advance payment has been made;
   iii. provision of an approved bank guarantee for the advance payment in the full amount of the advance payment issued by an institution and in a form complying with mandatory Lebanese law and this Sub-Clause,

The Engineer shall certify and the Employer shall pay, in accordance with Sub-Clauses 14.6 and 14.7, the advance payment amount stated in the Appendix to Tender. The advance payment shall be made in the currencies and proportions in which the Contract Price is payable and shall not be subject to deduction of retention. Where the agreed advance exceeds the applicable statutory financial ceiling, the Employer shall complete any notification to the competent authority required by mandatory Lebanese law before payment, against the bank guarantee required by this Sub-Clause.

Provided that upon issue of the Taking Over Certificate for the whole of the Works or upon termination under Clauses 15 or 16, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. The secured amount shall reduce by each certified repayment. The Employer shall promptly provide the issuer with the corresponding confirmation. Once the advance is fully repaid, the guarantee shall cease to secure any amount and the Employer shall promptly release and return it. The guarantee shall expressly reflect these reduction and release provisions.

The advance payment shall be used by the Contractor exclusively for mobilization expenditures, including the acquisition of Equipment, Plant and Materials in connection with the Works. The Equipment and Plant supplied to the Site shall be in good condition and suitable for use and of such type, size, and capacity appropriate for carrying out the Works, and must be insured in accordance with the Conditions of the Contract.

If the Contractor uses any part of the advance for an unauthorised purpose, the Employer may require repayment of that amount, stating the grounds and supporting particulars. A demand under the advance payment guarantee shall comply with that guarantee and applicable law and shall not exceed the unrecovered advance. Amounts recovered shall be credited against the corresponding repayment obligation.

14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

The Contractor shall submit a Statement to the Engineer at the end of each calendar month, with the supporting documents required by the Contract and a copy to the Employer. Following completion of the Works, the Contractor may submit an additional Statement covering the final shorter period, without waiting until the end of that calendar month.

Each Statement shall identify its valuation date and include the amounts due and applicable deductions under the Contract. The Engineer shall review and certify each complete Statement within seven (7) calendar days after receipt, in accordance with Sub-Clause 14.6.

Delete from item (f) the words starting from "or otherwise" in line 2 till the end.

Add the following to the end of Sub-Clause 14.3:

The Employer's financial procedures expressly identified and supplied with the Tender Documents shall apply, subject to the Contract and mandatory law. Undisclosed internal procedures shall not impose additional obligations on the Contractor or extend contractual payment periods.

i. Overruns in quantities, new rates and additional payment items shall be documented in comparative schedules where required by the notified procedures. The Employer shall approve or give reasoned comments within seven (7) calendar days of receiving a complete submission. Silence shall not constitute approval; the procedure shall not extinguish the Contractor's contractual entitlements or postpone payment of undisputed amounts.
ii. The Contractor shall provide reasonable corrections or substantiation requested by the Engineer. A disagreement concerning an item shall be identified and dealt with under the Contract without delaying certification and payment of other undisputed items.

The Contractor shall notify the Employer when he submits the statement to the Engineer in its complete form.

14.4 SCHEDULE OF PAYMENTS

Replace the final paragraph of Sub-Clause 14.4 with the following:

Where the Contract does not include a schedule of payments, the Contractor shall provide non-binding estimates of the payments expected during the Works with the initial cash flow schedule under Sub-Clause 8.3, and update them with each weekly progress report. These estimates do not alter the measurement and valuation provisions of the Contract.

14.6 ISSUE OF INTERIM PAYMENT CERTIFICATES

In the first paragraph of Sub-Clause 14.6, replace the period of 28 days for issuing an Interim Payment Certificate with seven (7) calendar days. The Engineer shall also certify the advance payment within seven (7) calendar days after receipt of the complete application and the guarantees required under Sub-Clause 14.2, provided that the Contract is effective. Any omission preventing certification shall be identified promptly within the applicable certification period. Disputed items shall not delay certification of undisputed amounts.

Review of measurement records and comparative schedules, and any required Employer review, shall proceed concurrently within the seven (7)-calendar-day certification period and shall not extend it.

14.7 PAYMENT

Replace Sub-Clauses 14.7(a) and (b) with the following:

(a) The Employer shall pay the advance payment within seven (7) calendar days after the Contract is effective and the Engineer and Employer have received the complete application and the guarantees required under Sub-Clause 14.2. Certification and any mandatory notification shall be completed within that period.

(b) The Employer shall pay the amount due under each Interim Payment Certificate by the last day of the calendar month for which the corresponding Statement was submitted in accordance with Sub-Clause 14.3. Delay in certification or internal approval shall not extend that payment deadline. Statements submitted after the cut-off under Sub-Clause 14.3 shall be paid by the end of the following calendar month, unless earlier payment is agreed. The payment period for the Final Payment Certificate under Sub-Clause 14.7(c) remains unchanged.

14.8 DELAYED PAYMENT

Delete the second and third paragraphs and substitute the following:

The financing charges shall be calculated at the rate stated in the Appendix to Tender, subject to mandatory Lebanese law.
The Contractor shall notify the Employer of delayed payment as soon as practicable, identifying the overdue amount, due date and calculation of financing charges. Such notification shall not be a condition precedent to entitlement. Financing charges shall be payable without certification and without prejudice to any other right or remedy, subject to mandatory Lebanese law.
14.9 PAYMENT OF RETENTION MONEY: Add at the end of this Sub-Clause: Release or substitution of Retention Money shall comply with mandatory Lebanese law, including applicable final-acceptance and warranty requirements. A Taking-Over Certificate shall not by itself override those requirements.
Add new Sub-Clauses 14.16 to 14.19 as follows:

14.16 FOREIGN TAXATION

The Accepted Contract Amount shall be deemed to include for all taxes, duties and other charges imposed outside the Country on the production, manufacture, sale and transport of Materials, Plant and Contractor's Equipment to be used in or furnished under the Contract and on the services performed under the Contract.

14.17 LOCAL TAXES AND DUTIES

The Accepted Contract Amount shall be deemed to include all customs duties and charges, import duties, business taxes, income and other taxes that may be levied in accordance with the Laws and regulations in the Country on Materials and Plant (permanent, temporary and consumable) to be used or furnished under the Contract and on the services performed under the Contract.

14.18 IMPORT DUTIES ON CONTRACTOR'S EQUIPMENT

The Contractor shall observe all Laws and regulations concerning the importation and export of Contractor's Equipment and Temporary Works brought into the Country for the Works. He shall pay any import duties and other charges or provide such bonds or guarantees as may be demanded by the relevant authorities.

14.19 INCOME TAX ON STAFF

The Contractor's staff, personnel and labour will be liable to pay personal income tax in respect of such of their salaries and wages as are chargeable under the Laws and regulations for the time being in force in Country, and the Contractor shall perform such duties with regard to deductions of such taxes as may be imposed on him by such Laws and regulations.

RISK AND RESPONSIBILITY

17.7 BRIBERY

Add new Sub-Clause 17.7 as follows:

Bribery, in whatever form, whether made by the Contractor or any of his Sub-Contractors or by any of their servants to any member of the Employer's staff or the Engineer's personnel, shall constitute grounds for action in respect of this Contract in accordance with applicable law and the contractual termination procedure. Action concerning other contracts, exclusion or other sanctions shall be governed by applicable law and the terms of those contracts, and shall not arise automatically under this Sub-Clause. For the purpose of this Sub-Clause, any commission paid or gift given to the Employer or to the Engineer or to any of their servants with the objective of obtaining any modification or alteration to the Works, or to the standard of workmanship, or achieving any personal benefit, shall be deemed as a bribe.

The Employer may recover substantiated losses arising from such termination or annulment to the extent recoverable under the Contract and applicable law. Deductions and security calls shall follow the applicable contractual and legal procedures, without double recovery.

INSURANCE

18.2 INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT

18.3 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY

Add the following at the end of Sub-Clause 18.3:

Deductibles shall be borne by the Party to whom the relevant loss or damage is allocated under the Contract. Insurance requirements shall not enlarge either Party's substantive liability.

18.5 INSURANCE FOR COMPREHENSIVE AUTOMOBILE LIABILITY

Add new sub-clause 18.5:

Coverage to include coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Contractor and Subcontractor of any tier or by anyone directly or indirectly employed by either of them. The minimum limits shall be stated in the insurance schedule issued with the Tender Documents and shall satisfy applicable law and the specified activities. Required cover, deductibles and any airport or airside restrictions shall be expressly identified before tender submission.

CLAIMS, DISPUTES AND ARBITRATION

20 CLAIM DISPUTES AND ARBITRATION

20.1 CONTRACTOR'S CLAIMS

Amend the following statement of the first paragraph as follows:
"The notice shall be given as soon as practicable, and not later than **28 days** after the Contractor became aware, or should have become aware, of the event or circumstance."

Delete the last sentence of the last paragraph and substitute with:
Subject to the express notice time bar in this Sub-Clause, failure to provide supporting particulars or comply with another procedural requirement shall not, of itself, constitute an irrevocable waiver or release of all claims. In assessing the claim, the Engineer shall take account of any material prejudice caused by that failure to investigation or assessment. Nothing in this provision excludes rights or remedies that cannot lawfully be excluded.

20.2 TO 20.8 DISPUTE RESOLUTION

Delete Sub-Clauses 20.2 to 20.5, 20.7 and 20.8. No Dispute Adjudication Board shall be appointed. Replace Sub-Clause 20.6 with the following:

A Party may refer a dispute arising out of or in connection with the Contract to the other Party by written notice identifying the dispute and the relief sought.

The Parties shall attempt amicable settlement within twenty-eight (28) days after receipt of the notice, or such other period as they agree in writing.

If unresolved after that period, either Party may refer the dispute to arbitration under Clause 22. For the purposes of this Sub-Clause and Clause 22, no DAB decision is required, and arbitration may commence before or after completion or termination without the other Party's consent. The seat, tribunal composition, appointment procedure and language shall be those stated in Clause 22.

The agreement to arbitrate is subject to mandatory authorisations under Lebanese law. The Employer shall identify and obtain the authorisations required for its agreement to arbitrate, including any required Council of Ministers decree, and provide evidence before execution of the Contract.

If the arbitration agreement is invalid, inoperative or unenforceable for lack of a required authorisation, the dispute shall be submitted to the competent Lebanese court or administrative jurisdiction, as applicable.
Nothing in this Sub-Clause prevents urgent interim or conservatory relief from a competent authority. Unless otherwise provided in the Contract, the Parties shall continue to perform their obligations while the dispute is resolved.

ADDITIONAL CLAUSES

Add the following new Clause 21:

21 DETAILS TO BE CONFIDENTIAL

The Contractor shall treat the Contract Documents and details of the Contract as private and confidential and save in so far as may be necessary for the purposes of the Contract, shall not disclose the same or any particulars thereof to any person, nor publish any particulars thereof in any trade or technical paper, publicity material or elsewhere without the consent of the Employer. All documents provided to the Contractor shall be used only for the purposes of the Contract. This obligation does not prevent disclosure required by law or a competent authority, or necessary disclosure to professional advisers, insurers, Subcontractors and suppliers subject to appropriate confidentiality obligations. It does not apply to information lawfully in the public domain, already lawfully held or independently developed. Mandatory disclosures required by applicable Lebanese law remain unaffected.

Drawings, specifications, and copies thereof furnished by the Owner are and shall remain its property. They are not to be used on another project and, with the exception of one contract set for each party to the Contract, shall be returned to the Employer's Representative on request at completion, except for copies required for performance, legal, regulatory, insurance or archival purposes, which shall remain subject to applicable confidentiality obligations.

Add the following new Clause 22:

22 GOVERNING LAW AND ARBITRATION

The Contract shall be governed by and construed in accordance with the laws of the Republic of Lebanon.

Subject to Sub-Clause 20.6, any dispute arising out of or in connection with the Contract, including its existence, validity, interpretation, performance or termination, which has not been settled amicably shall be resolved by ad hoc arbitration in accordance with the applicable arbitration provisions of the Lebanese Code of Civil Procedure, as amended. The legal seat of arbitration shall be Beirut, Lebanon.

The arbitral tribunal shall consist of three independent and impartial arbitrators. Each Party shall appoint one arbitrator within thirty (30) days after receiving a written request for arbitration. The two appointed arbitrators shall appoint the presiding arbitrator within thirty (30) days after the appointment of the second arbitrator. If any appointment is not made within the applicable period, either Party may request the competent Lebanese court to make that appointment in accordance with Lebanese law.

The language of arbitration shall be English. The arbitral award shall be binding on the Parties, subject to the rights of challenge and the recognition and enforcement procedures provided by Lebanese law.