

كهرباء لبنان
"مؤسسة عامة"
ELECTRICITE DU LIBAN
"Etablissement Public"

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

رقم المحفوظات

رقم الصادر

بيروت في : ٢٠٢٦ / ١٠ / ١

الموضوع: المناقصة العمومية رقم م.ع. ٢٠٢٥/٧٨ - تشغيل وصيانة معلمي دير عمار والزهراني لمدة خمس سنوات - أجوبة على طلبات استيضاح واردة من عارضين محتملين حول دفتر الشروط.

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

بالإشارة الى الموضوع أعلاه،

وحيث ورد الى مؤسسة كهرباء لبنان طلبات استيضاح خطية من عارضين محتملين حول دفتر الشروط العائد للمناقصة العمومية رقم م.ع. ٢٠٢٥/٧٨ العائدة لتشغيل وصيانة معلمي دير عمار والزهراني لمدة خمس سنوات، المعلن عنها على موقع هيئة الشراء العام تحت الرقم ١٠٢٢٧ بتاريخ ٢٠٢٥/١١/١٥،

لذلك، تجدون ربطاً الأجوبة (الايضاحات) على طلبات الاستيضاح الآتية الذكر، في المستند المرفق المؤلف من اثنا عشر صفحة (١٢) مطبوع على وجهها Recto متضمنة ٩٩ سؤالاً مع الأجوبة لكل منها.

تجدد الإشارة الى أنه تمّ نشر هذه الايضاحات على موقع هيئة الشراء العام www.ppa.gov.lb (اعلان رقم ٢٠٢٥/١٠٢٢٧) حيث سبق وتمّ نشر دفتر الشروط، كما نشير إلى أنه سيتمّ نشر وابلاغ الاجوبة على أية طلبات استيضاح خطية قد ترد حول دفتر الشروط ضمن المهلة المحددة لذلك في التعليمات لمقدمي العروض من دفتر الشروط، تباعاً ضمن المهلة المحددة لذلك.

وتفضلوا بقبول الاحترام

ط.م.
ن.ف.ل.

رئيس مجلس الإدارة
المدير العام

كمال الحايك



مرفق ربطاً مستند من ١٢ صفحة Recto.

إيضاحات مديرتي الإنتاج والرسائل حول بعض الأسئلة المقدمة من قبل بعض الشركات التي اشترت دفتر الشروط العائد لتشغيل وصيانة محطة لمصر والزهراني لمدة خمس سنوات

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No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
1	Governing Law	Section I-1 ITB	Clause 1.3; Section VI-Contract Conditions Clause 20.2	Please confirm whether the governing law stated in the tender is mandatory, or whether the bidder may propose a neutral governing law for the contract.	The left-referenced Clause 1.3 is very clear. Please abide by the requirements of the Tender Documents in this regard.
2	Language	Section I-1 ITB	Clause 6.1; Section II - BDS language requirements	Please confirm if the technical and commercial proposal submitted in English; only is acceptable and whether Arabic legal translation is required for all supporting documents.	As per the Clause 6.2, The technical documents may be submitted in English or French (depending on the language adopted in the tender).
3	Fixed Price/Escalation	Section I-1 ITB	Clause 13.6; Section II - BDS Clause 13.5	We propose price adjustment should be allowed for changes in law, mandatory salary changes, taxes, customs duties, import charges, or similar cost increases during the 5-year term.	Any Price Adjustment should be according to clause No.29 in the Public Procurement Law.
4	Delivery / DDP	Section I-1 ITB	Clause 13.8; Section II-BDS Clause 13.8; Section IV- Price schedules	Please advice the exact interpretation of DDP Incoterms 2020 for all imported tools, consumables, spare parts and special equipment required under the O&M scope. Clarify whether EDL will provide customs exemptions, import support or site receiving assistance.	Please abide by the requirements of the Tender Documents in this regard. Knowing that, as per Delivery Duty Paid (DDP) of any equipment or spare parts, the operator will be responsible for covering all costs, risks, and customs formalities required.
5	Currency of Payment	Section I-1 ITB	Clause 14; Section II-BDS Clause Clause 37; Section VI- Contract conditions Clause 7	Please confirm the contract payment currency and whether all payments can be made in USD / Fresh USD.	The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "14" of section II: Bid Data Sheet (BDS), and Clause "7" of section VI: Conditions of Contract, of this Tender Document.
6	Payment Deduction	Section I-1 ITB	ITB Clause 14.2	Please clarify that no payment deduction will be applied for non-execution caused by reasons outside the Operator's control, such as fuel shortage, grid restrictions, Owner instruction, force majeure, or unavailable Owner-supplied items.	For non-execution caused by reasons outside the Operator's control, please refer to Clause 7 of Section VI-Contract Conditions. Please abide by the requirements of the Tender Documents in this regard.
7	Deduction and Fine	Section I-1 ITB	ITB Clause 14.3	Please clarify the process for any deduction for re-execution of services and whether any 50% fine will apply only where the Operator is clearly at fault and after mutual verification.	The Operator shall perform all the contractual services in accordance with the obligations of the O&M Contract. Please abide by the requirements of the Tender Documents in this regard, mainly Clause "7" of section VI: Conditions of Contract, and Section I: Instructions to Bidders (ITB)- clause 14.

No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
8	Performance Bond	Section I-ITB	Clause 47.1; Section II-BDS Clause 47; Section VI(B) Contract Forms - Performance Guarantee Form	Please confirm the performance bond renewal requirement and whether it will be released progressively or only after final acceptance.	Please refer to the content of the Tender Document, mainly Article 47.3 of Section I: Instructions to Bidders (ITB), and Clause 47 of Section II: Bid Data Sheet (BDS). Please abide by the requirements of the Tender Documents in this regard.
9	Permits and Licenses	Section VI	Contract Conditions Clause 5.3	Please confirm which permits, licenses and statutory approvals will be obtained by the Owner and which will be the Operator's responsibility. Please provide list of existing permits & validity.	The Operator is responsible for obtaining and maintaining all permits, licenses, and other approvals that may be required under any applicable law or regulation for the operation of the facilities from all relevant authorities, as mentioned in the content of the Tender Document, mainly Article 5.3 of Section VI: The Conditions of Contract. Please abide by the requirements of the Tender Documents in this regard.
10	Payment Terms	Section VI	Contract Conditions Clause 7	Please confirm the L.C. arrangement, interest, final payment retention and payment due date after invoice submission.	The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "7" of section VI: Conditions of Contract, of this Tender Document.
11	Payment Security	Section VI	Section VI-Contract Conditions Clause 7; Client clarification responses on payment mechanism	Please confirm whether payments to the Operator are secured and not dependent on delays in PPA, government approvals, budget allocation, or third-party payment flows.	The Owner (EDL) will respect the content of the Tender document in this concern, mainly Clause "7" of section VI: Conditions of Contract, of this Tender Document and Public Procurement Law.
12	Liability Cap	Section VI	Section VI - Contract Conditions Clause 9.2	Please clarify the maximum liability cap applicable to the Operator and whether the cap applies separately to each plant, each year, or to the full contract.	The left-referenced Clause 9.2 is very clear. Please abide by the requirements of the Tender Documents in this regard.
13	Facility Insurance	Section VI	Section VI-Contract Conditions Clause 10.1	Please confirm whether insurance for the power plant facilities on replacement cost basis must be arranged by the Operator or whether it will be maintained by the Owner. Please provide list of existing insurance & validity.	Please abide by the requirements of the Tender Documents in this regard.
14	Third Party/Worker / Auto Insurance	Section VI	Section VI-Contract Conditions Clauses 10.2, 10.3, 10.4 and 10.5	Please confirm the required insurance policies, coverage limits, deductibles, named insured parties and whether subcontractors must be separately insured. Please provide list of existing insurance & validity.	Please abide by the requirements of the Tender Documents in this regard.
15	Performance Guarantees	Section VI	Section VI-Contract Conditions Clause 11; Annex I - Technical Specifications/expected inspection schedules	Please confirm the detailed performance guarantee methodology, including availability, capacity, efficiency, internal consumption, exclusions and calculation formula. Please provide a copy of existing performance test reports.	Please refer to the Tender Document and the attached related reports/annexes.
16	Liquidated Damages	Section VI	Section VI-Contract Conditions Clauses 11 and 11.3	Please confirm the liquidated damages values, calculation basis, exclusions and whether LDs apply during the grace period or events outside Operator control.	Please refer to Clauses 11, Articles 11.1 and 11.2 of Section VI-Contract Conditions.

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No.	Category	Clause	Tender Document Reference	Clarification	BID Response
17	LD Cap/Termination	Section VI	Section VI-Contract Conditions Clause 11.3	We propose the total LDs are capped at 5% of total contract price. Further please advise how termination rights apply if the cap is exceeded.	Please abide by the requirements of the Tender Documents concerning LDs. Concerning breach of contract, termination, cancellation and their consequences, please refer to Clauses 13 of Section VI-Contract Conditions.
18	Change Order	Section VI	Section VI-Contract Conditions Clause 12.1	Please confirm the change order process, including pricing basis, allowed margin, response timeline and treatment of work not included in original scope.	Please refer to Articles 12.2 And 12.3 of Section VI-Contract Conditions. Please abide by the requirements of the Tender Documents in this regard.
19	Owner Default / Delayed Payment	Section VI	Section VI-Contract Conditions Clause 13.4	Please clarify the Operator's remedies if an undisputed invoice remains unpaid, including suspension rights, interest, extension of time, and termination rights.	Please refer to the Tender Documents, mainly Clauses 12,13 and 14 of Section VI-Contract Conditions. Please abide by the requirements of the Tender Documents in this regard.
20	Taxes and Duties	Section VI	Clause 13.4; Section II-ITB Clause 13.8/DDP; Section VI-Contract Conditions	Please clarify all taxes, duties, fees, stamp duties, WHT, VAT, customs/import duties and local personnel taxes applicable to the Operator, expatriates, local staff and subcontractors.	Please refer to the Tender Documents, mainly Articles 13.2, 13.9 & 35.6, and Clause 15 of Section VI-Contract Conditions. Please abide by the requirements of the Tender Documents in this regard.
21	Subcontracting	Section VI	Section VI-Contract Conditions Clause 18.3	Please clarify the approval process and limits for subcontracting specialist works, including OEM, generator, controls, HRSG, NDT, lifting and environmental testing services.	Please refer to Form Q 10 of Section III: Evaluation & Qualification Criteria and clause 18 of Section VI-Contract Conditions. Please abide by the requirements of the Tender Documents in this regard.
22	Arbitration	Section VI	Section VI-Contract Conditions Clauses 21.1 and 21.2	Please confirm the dispute resolution process, including whether ICC arbitration in Paris and English language proceedings will apply if agreed by both parties.	In this concern, we confirm the content of Clause 21 of Section VI-Contract Conditions. Please abide by the requirements of the Tender Documents in this regard.
23	Plant Baseline	Section VI	Section VI - Clauses 2.2, 2.5, Annexes 8.1 and 8.2; Inspection Records 2021-2026	Please confirm whether the provided inspection records, due diligence lists and maintenance reports will constitute the official plant baseline at takeover.	We confirm that the provided inspection records, due diligence lists and maintenance reports will constitute part of the official contractual documents. Please abide by the requirements of the Tender Documents in this regard.
24	Latent Defects	Section VI	Section VI-Operator Obligations; Inspection Records 2021-2026 Annexes 8.1/8.2 Due Diligence Lists;	Please confirm how latent defects or pre-existing deficiencies not visible during site visit and not identified in the provided records/annexes will be treated after takeover.	Please refer to Articles 2.5 and 2.6 of ANNEX 1: TECHNICAL SPECIFICATIONS, of Section V: Schedule of Requirements. Please abide by the requirements of the Tender Documents in this regard.
25	Completeness of Records	Section VI	Client CD contents; Inspection Records 2021-2026	Please provide all recent major inspection, overhaul, outage, defect, trip, vibration, generator, HRSG and maintenance reports for both plants.	Please refer to the related previous clarifications (including the attached annexes on the DVD) concerning this bid.

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No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
26	Last Major Overhaul Scope	Section V	Section VI-Annex 7 O&M manuals, Annexes 8,1/8.2 Due Diligence, Inspection Records 2021-2026; Table 3 minimum overhaul scope	Please confirm the exact scope performed during the recent major overhauls, including parts replaced, parts repaired, pending recommendations and warranty status.	We confirm that the recent Major Overhauls done in the presence and under the supervision of qualified experts from the pertinent OEM, based on the manufacturers' recommendations, and the spare parts were delivered by the relevant OEM. Please abide by the requirements of the Tender Documents in this regard.
27	Future Inspection Schedule	Section V	Maintenance Requirements; Annex 1 Requirements	Please confirm the final expected schedule for main equipment inspections and whether it is fixed or may be adjusted based on operating hours, starts, OEM recommendations and plant condition.	Please abide by the requirements of the Tender Documents in this regard, especially Annex 1 – Clause 2.10.2
28	Overhaul Parts Supply	Section V	Section VI-Annex 1 Table 1 Expected Schedule for Main Equipment Inspection; Section V Requirements	Please confirm whether future major inspections and overhauls include supply of spare parts, consumables, special tools and OEM supervision by the Operator, or only execution/coordination.	Please refer to Article 3.7 of Section VI: The Conditions of Contract and Article 2.10 of ANNEX 1: TECHNICAL SPECIFICATIONS, of Section V: Schedule of Requirements. Please abide by the requirements of the Tender Documents in this regard.
29	Emergency/HILP Overhauls	Section III	Section V Requirements; Section III Resources and Scope of Work; Section VI Annex 1 Table 3; BOQ/ Price Schedules - Resources and Scope of Work, page 63 reference to emergency major/minor overhauls due to HILP events	Please clarify responsibility and payment mechanism for emergency major/minor overhauls caused by High Impact Low Probability events.	Any additional Quantities for Major/Minor Overhaul more than the quantities requested by the BoQ of the Tender Document will be done by the Operator, after Owner approval, and will be paid according to Clause 12 of Section VI: The Conditions of Contract.
30	OEM Support/Quotations	Section III	Section III-Evaluation and Qualification Criteria, Technical Requirements/OEM paragraph	Please confirm whether OEM support and OEM quotations are mandatory for main equipment groups and how bids will be treated if OEM refuses to quote or quotes differently to bidders.	Please refer to Article 1 (page 64) of Section III: Evaluation & Qualification Criteria. Please abide by the requirements of the Tender Documents in this regard.
31	T3000 Controls/DCS/Siemens	Section III	Instrumentation Process Control Section III Personnel Criteria - Engineer with Siemens T3000 experience; Section III Resources and Scope Control systems maintenance (DCS, Teleperm and any others)	Please confirm the scope of responsibility for control systems, including Siemens T3000, DCS/teleperm, software access, backups, licenses, obsolescence and OEM support.	This question is not clear, since operation and maintenance of the facilities shall be done by the operator, as per the requirement of the Tender Document. Please abide by the requirements of the Tender Documents in this regard.
32	Spare Parts Inventory	Section VI	BOQ/Price Schedules: Form C4 and C5; Section VI Annexes 4.1 and 4.2	Please confirm the existing spare parts inventory for each plant, ownership, condition, usability and whether the Operator must replenish stock to minimum levels during the grace period.	Please abide by the requirements of the Tender Documents in this regard, mainly Article 3.7 of Section VI: The Conditions of Contract and Article 2.10 of ANNEX 1: TECHNICAL SPECIFICATIONS, of Section V: Schedule of Requirements.

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No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
33	Spare Parts Quantities	Section IV	Section VI Annexes 4.1 and 4.2 spare parts on CD; Section III Resources and Scope - replenishing spare parts during grace period; Section IV Form C4	Please confirm whether spare parts quantities in the BOQ are required separately for Deir Ammar and Zahraní or may be treated as shared/common stock.	Zahraní store is for Zahraní Power Plant and Deir Ammar store is for Deir Ammar Power Plant. The operator may transfer any materials or spare parts between the stores of the Deir Ammar and Zahraní power plants, after obtaining the necessary approval of EDL's Power Plant Manager from which these materials or spare parts will be transferred. Please abide by the requirements of the Tender Documents in this regard.
34	Tools and Special Equipment	Section VI	Annex 6-List of available tools in power plants (on CD); Section III Resources and Scope - Tools provision; Section IV Form C4	Please confirm the list of available tools at both plants and whether additional special tools required for major inspections are Owner-supplied or Operator-supplied.	The availability of any additional Tools, not available in the power plants is Operator responsibility. Please abide by the requirements of the Tender Documents in this regard.
35	Consumables	Section III	Resources and Scope consumables management; Section IV Form C4; BOQ/Price Schedules	Please clarify the Operator's responsibility for consumables management and cost of consumables, including chemicals, lubricants, filters, gases, cleaning materials and testing consumables.	All Consumable materials, needed for operation and maintenance activities at Zahraní and Deir Ammar CCPPs, are Operator responsibilities, according the Terms and conditions of Tender Document. Please abide by the requirements of the Tender Documents in this regard.
36	Fuel Management	Section III	Resources and Scope - Fuel management/logistics/procurement; Section V Requirements	Please clarify the expected responsibility for procurement, receiving, monitoring, quality testing, charging/discharging, transportation vehicles, and responsibility for fuel shortage or poor fuel quality.	Please refer to the Terms and conditions of Tender Document.
37	Dispatch/ Load Planning	Section III	Resources and Scope - Owner coordination, monitoring inputs, power plant operation planning (planning of load); Section V Requirements	Please confirm who has final authority for dispatch, load planning, start/stop instructions, minimum load operation and grid interface instructions.	Please abide by the requirements of the Tender Documents in this regard, especially Article 2.2 of of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.
38	Grid Disturbances	Section VI	Performance Guarantees Clause 11; Section V Operations; Grid/interface scope	Please confirm treatment of trips, forced outages, damage or performance shortfall caused by grid disturbances, external system faults, or transmission/network restrictions.	The Availability Guarantee is clearly defined in the Tender Book. Please abide by the requirements of the Tender Documents in this regard.
39	Environmental Compliance /CEMS	Section V	permits/licenses, Requirements; Section VI HSE/environmental obligations	Please confirm responsibility for environmental compliance, emissions monitoring equipment, CEMS/analyzers, permits, reporting, calibration and any upgrades needed to meet regulatory limits.	Please abide by the requirements of the Tender Documents in this regard, especially Article 2.14 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.

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No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
40	HSE/Training	Section III	Resources and Scope - annual firefighting, safety, medical, O&M training and personnel qualification exams; Section VI Clause 2.3 Training	Please confirm mandatory HSE, firefighting, medical, annual O&M training and qualification examination requirements, including number of personnel and whether Owner staff training is included.	Please abide by the requirements of the Tender Documents in this regard, especially Articles 2.2.2, 2.3, 2.10.4, 2.12.3, 3.1 and 3.13 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.
41	Manpower/NSS	Section III	Resources and Scope - local requirements; BOQ manpower Lebanese labor/social security taxes/income taxes on O&M staff;	Please confirm applicable Lebanese employer obligations for local manpower, including NSS/social security, payroll taxes, end-of-service, medical insurance and statutory benefits.	The owner's conditions in this concern are only the requirement of the Tender Documents. Please abide by the requirements of the Tender Documents in this regard.
42	JV/Local Partner	Section II	-BDS Clause 3.1 and Clause 16.1 JV Agreement requirements	Please confirm the minimum required role and responsibility of the Lebanese partner/representative in case of a foreign bidder/JV, including whether the partner must execute part of the works.	Please abide by the requirements of the Tender Documents in this regard.
43	Scope Boundaries - BOP	Section V	Requirements; Bid Matrix Scope; Section III Resources and Scope - auxiliary services, buildings	Please confirm the exact scope boundaries for BOP systems, including seawater intake, desalination/MSF, DM water, wastewater, chlorination, fire fighting, HVAC, cranes, lifting equipment, workshops, stores and buildings.	Please abide by the requirements of the Tender Documents in this regard.
44	Existing Equipment Condition	Section VI	Operator Obligations; Annexes 8.1/8.2 Due Diligence, Inspection Records condition survey and maintenance	Please confirm whether repairs required due to age, design defects, obsolescence, or pre-existing poor condition will be treated as Operator O&M scope or separate Owner-funded works.	These special cases will be conducted in accordance with the terms and conditions of the Tender Document, taking into consideration the manufacturer's recommendations and operation and maintenance reports, especially the OEM inspection reports, if available. Please abide by the requirements of the Tender Documents in this regard.
45	Reports and Deliverables	Section III	Resources and Scope-Reporting to EDL weekly, monthly, yearly; Section VI reports clause	Please confirm the required format, content and approval process for weekly, monthly and yearly reports to EDL.	Please abide by the requirements of the Tender Documents in this regard.
46	Mobilization/Take over Period	Section VI	Clause 2.2 Commencement Conditions; Section III Resources and Scope- Mobilization Stage	Please confirm the expected mobilization duration, access date, takeover process, responsibility matrix and conditions to be satisfied before the commencement date.	The expected date of new contract with the new Operator is on 9/1/2028. Please abide by the requirements of the Tender Documents in this regard, also refer to more updates on the PPA site.
47	Grace Period	Section VI	Definition of Grace Period; Section III Resources and Scope - During Grace Period	Please confirm the rights and obligations during the 12-month grace period, including performance guarantee relief, due diligence, spare stock replenishment and initial maintenance responsibilities.	Please abide by the requirements of the Tender Documents in this regard, especially Articles 2.5 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.

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No.	Category	Clause	Tender Document Reference	Clarification	MDL Response
48	Submission Compliance/ Deviations	Section IV	Forms Q8/Q9, Section IV Undertaking Form - No Reservations; ITB responsiveness provisions	Please confirm whether clarifications and commercial comments may be submitted without making the bid non-responsive, and whether Forms Q8/Q9 must list all deviations even if raised as clarification.	No, Q8/Q9 are not for bid clarification, Bidders shall abide by the requirement of the Tender Document in this regard.
49	Currency of Offer and Payment	Section I	Clause 14.2, Before the end of the contractual period, the Employer shall deduct the value of any contractual service listed in the scope of work that has not been performed by the Operator due to the service not becoming due during the contractual period. The Employer shall notify the Operator prior to making such deduction, specifying the reason for the service not becoming due, whether due to a shortage in fuel quantity, issues related to the transmission network, or any other matters beyond the control of the Employer	Please confirm Fuel supply and related matters are entirely the responsibility of the Owner as per the ITB documents, therefore, the Operator shall have no responsibility in this regard.	The left-referenced "Reference" and "Clarification" are two different matters, Please abide by the requirements of the Tender Documents in this regard.
50	Operation Instructions Procedures &	Section V	Clause 2.12.1, If the Operator disregards or fails to update the required procedures as specified above, a penalty equivalent to 0.5% of the monthly invoice amount shall be imposed and deducted from the invoice until the issue is rectified	The existing procedures need to be reviewed first by successful bidder, after which it will be assessed whether the 60-day period for their update is sufficient	Please abide by the requirements of the Tender Documents in this regard.
51	CMMS	Section V	Clause 2.10.4, Upgradation of COSWIN	Please clarify COSWIN is already operational; therefore, it is likely that some existing issues or deficiencies are present.	The existing CMMS at both power plants is COSWIN software, there is no problem/deficiency currently exist in this regard.
52	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify whether existing vibration measurement routes and baseline condition data are already available, or if the Operator is required to develop and establish them from the beginning.	Please abide by the requirements of the Tender Documents in this regard.
53	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify whether the vibration alarm and fault threshold levels are already defined by the Owner, or if the Operator must establish, validate, and obtain approval for these limits.	The Condition Monitoring System is currently implemented at both power plants Please abide by the requirements of the Tender Documents in this regard.
54	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify whether online continuous monitoring is required, or if periodic manual/offline vibration data collection using portable instruments is sufficient.	Please abide by the requirements of the Tender Documents in this regard.

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No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
55	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify the acceptable deviation or tolerance range for valve closing times, and what action should be taken if deviations are observed.	Please abide by the requirements of the Tender Documents in this regard.
56	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify which laboratory or approved third-party agency must be used for lubrication and control oil analysis, and whether specific standards (e.g., ASTM/ISO) are to be followed.	Please abide by the requirements of the Tender Documents in this regard.
57	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify the required frequency for thermal imaging surveys (e.g., monthly, quarterly, annually), and whether a defined reporting format exists.	Please abide by the requirements of the Tender Documents in this regard.
58	Condition Monitoring	Section V	Clause 2.10.5 Condition Monitoring	Please clarify whether transformer oil testing (dielectric strength and DGA) will be performed by the Operator or by an Owner-approved external laboratory.	Please abide by the requirements of the Tender Documents in this regard.
59	Condition Monitoring	Section V	Annex 1 Table 1 Expected Schedule for Main Equipment Inspection; Section V Requirements	Please clarify the required level of integration between the condition monitoring system and CMMS (manual entry, semi-automated upload, or full API integration), and who will be responsible for implementation.	This service shall be assumed to the standard of a reasonable and prudent Operator. Please abide by the requirements of the Tender Documents in this regard.
60	Future Inspection Schedule	Section VI	Section V Requirements	Refer to the schedule please confirm if the Major inspection of GT-1 & Generator 1 are to be planned in different dates or current mentioned dates are a typo.	The actual Major/Minor Inspection date shall be the due date according to the actual EOH, any date mentioned in the Tender Document and its related attachments for Major/Minor Inspection is only the expected date. Please abide by the requirements of the Tender Documents in this regard.
61	Future Inspection Schedule	Section VI	Annex 1 Table 1 Expected Schedule for Main Equipment Inspection;	Please provide the shutdown dates for Zahran in 2031 & 2032	Please refer to answer "60" mentioned above.
62	Future Inspection Schedule	Section VI	Annex 1 Table 1 Expected Schedule for Main Equipment Inspection; Section V Requirements	Please provide the shutdown dates for HRSG & the maintenance scope.	The Operator shall minimize the facilities downtime and disruption. Please abide by the requirements of the Tender Documents in this regard. Also refer to answer "60" mentioned above, and to Articles 2.10.2 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.
63	ITB	Section I	1.3 This Conditions Booklet is subject to General Public Procurement Law No. 244/2021 and its amendments, and the other applicable laws and regulations	Please provide official copy for reference.	Please refer to the official website of the Public Procurement Authority (https://www.ppa.gov.lb/ar).

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No.	Category	Clause	Tender Document Reference	Clarification	BID Response
64	ITB	Section 1	7.4 The bidder must obtain the conditions booklet published on the electronic portal and on the Central Procurement Authority's website, and may not rely on any copy of the conditions booklet received from any other source.	Please provide the access to the electronic portal.	Please refer to Section 11: Bid Data Sheet (BDS), mainly Clauses 8 and 21.
65	ITB	Section 1	8.2 Pre-tender meeting	Please advise if there was any pre tender meetings. Please share the minutes of meetings.	Pre-bid meeting for this bid has been held on 13/1/2026. The related minutes of meeting have been summarized by the requested clarifications including owner reply, which was sent to all bidders who attended this meeting, and it is currently attached with the Tender Document.
66	ITB	Section 1	8.5 The purchasing authority may, upon agreement, specify a date for potential bidders to inspect the site	Please advise on the procedures & dates of site visit.	Site visit was done on 7/1/2026 for Zahran power plant and on 8/1/2026 for Deir Amar power plant. For an additional site visit please send official letter requesting an additional site visit in specific day in order to be processed by the Owner.
67	ITB	Section 1	13.9 b The price of the supplies according to the term "DDP" (including customs fees)...	Please advise if there are any special provisions for the duty waiver/ subsidy or refunds applicable for both plants. If available please advise on the process & requirements.	No tax waiver / subsidy or refunds are applicable for both plants. Please abide by the requirements of the Tender Documents in this regard.
68	ITB	Section 1	13.9 b The tax on the added value and similar taxes that will be payable on the supplier...	Please advise if there are any special provisions for the tax waiver / subsidy or refunds applicable for both plants. If available please advise on the process & requirements.	No tax waiver / subsidy or refunds are applicable for both plants. Please abide by the requirements of the Tender Documents in this regard.
69	ITB	Section 1	14.4 Invoices will be prepared in accordance with Article 38 of Law No. 379.	Please provide the formats of invoices.	There is no specific format requested for invoices. Please abide by the requirements of the Tender Documents in this regard.
70	ITB	Section 1	18.1 The bid bond must be issued by a bank accepted by a Lebanese bank or a bank acceptable to it...	Please provide list of acceptable banks.	Please abide by the requirements of the Tender Documents in this regard.
71	ITB	Section 1	18.2 In the case of award on a group basis, the Data Sheet specifies the corresponding guarantee value for each group separately.	Please advise what do you mean by award on group basis. Is this applicable for this tender.	The Bidding process and the Tender book are in compliance with the Public Procurement Law and the PPA instructions. Please abide by the requirements of the Tender Documents in this regard.
72	ITB	Section 1	18.7 The bid bond will be returned to the winning bidder upon submitting the performance bond, and to all other bidders at the latest upon the start of contract execution	We expect the return of the bid bond to the unsuccessful bidder immediately after the submission of the performance bond by the successful bidder & not wait for the start contract execution.	Bidder should respect the content of the Tender Document including the left-referenced Article 18.7.

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No.	Category	Clause	Tender Document Reference	Clarification	BID Response
73	ITB	Section 1	20.4 Submitting electronic copies of the offer	Please advise the maximum file size & formats acceptable for electronic submission.	Not specified.
74	ITB	Section 1	24.2 All bidders participating in the procurement process or their authorized representatives are entitled to attend the offer opening session in accordance with the...	Please advise date, time & venue of the opening session.	Please follow this on the official website of the Public Procurement Authority (https://www.ppa.gov.lb/en).
75	ITB	Section 1	47.4 The performance bond may be either cash paid to the Treasury or to the contracting authority's treasury, or by virtue of a bank guarantee letter issued by a bank accepted by a Lebanese bank.	Please provide list of acceptable banks	Please abide by the requirements of the Tender Documents in this regard.
76	ITB	Section 2	8.1 Email: www.edl.gov.lb	Please email address, the mentioned is website.	Email: pdg@edl.gov.lb
77	ITB	Section 2	47 Performance Bond	Please advise the time frame & procedures of return of the performance bond after the completion of the contract.	Please refer to the last paragraph of Clause 47 of Section 2.
78	General	Annex 4.2 Stock inventory update 21-7-2026.pdf	Annex 4.2 Stock inventory update 21-7-2026.pdf	Please confirm that the Annex 4.2 is spare part list for Zahran power plant.	We confirm that the Annex 4.2 is spare part list for Zahran power plant at the mentioned issuing date, Please abide by the requirements of the Tender Documents in this regard.
79	General	Addendum various	Parts by manufacturer's OEM may be obsolete or non-supportive. If it applies to complete plant, please share the list & contacts of the OEM's to seek the respective quotes.	Please clarify & confirm the OEM refereed is specific to the GTG & STG only. Please confirm if it excludes for the HRSQ, Other balance of plant items, electricals, instrumentation etc. as it may be possible that the bidder or the manufacturer authorized distributor or manufacturing partner, the by its licensed	The word OEM is clearly defined in the Tender Book and it is not specific for only partial systems in the power plants. Please abide by the requirements of the Tender Documents in this regard.
80	General	Due Diligence reports	Shortcomings	Please confirm the rectification of the shortcomings need not be quoted in the tender bid price and shall be treated as separate variation order.	It is clearly mentioned, in Articles 2.5 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document, that "All the cost of repairs is included in the Contract Price". Please abide by the requirements of the Tender Documents in this regard.
81	General	Schedules for overhauls	Schedules for overhauls	Please advise on the schedules of overhauls & history for HRSQ	For history and the expected schedule for the scheduled maintenance for HRSQ, Please refer to the CD attached with the Tender Document.
82	General	Schedules for overhauls	Schedules for overhauls	Please advise on the schedules of overhauls & history for Transformers, GIS & other systems.	Please abide by the requirements of the Tender Documents in this regard, and refer to all the issued clarifications and annexes related to this bidding process.

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No.	Category	Cause	Tender Document Reference	Clarification	EDL Response
83	General	Schedules for overhauls	Schedules for overhauls	Please advise if there are any plant complete shutdowns planned in anytime.	No complete shutdown unless it is urgently needed for special cases of maintenance requirements.
84	Scope	Tender/Addendum - Overall Requirement	Bid for One or Both Plants	Please confirm whether the bidder is required to submit one combined bid covering both Deir Ammar and Zahran plants, or whether a bid may be submitted for only one of the two plants.	One bid for both power plants, then one contract for O&M of both power plants. Please abide by the requirements of the Tender Documents in this regard.
85	Subcontractors	Translated Addendum, pp.4-5	Subcontractor/Supplier Details at Tender Stage	Please confirm which subcontractors, OEM suppliers and specialist experts must be identified at tender stage, and whether proposed suppliers or specialists may be changed after award subject to EDI approval.	Please refer to the Tender Document mainly Clause 18 of Section VI: The Conditions of Contract.
86	Manpower	Translated Addendum, p.4	Use of Lebanese Resources	Please confirm which manpower positions are mandatory to be filled by Lebanese personnel and which positions may be proposed with non-Lebanese personnel when suitable Lebanese candidates meeting the required experience are not available.	Please refer to the BoQ of the Tender Document, the previous owner clarifications, including the latest Tender Addendum. Please abide by the requirements of the Tender Documents in this regard.
87	OEM/Spares	Translated Addendum, pp.3 & 5-6	OEM Parts and Approved Supply Sources	Please confirm that genuine OEM parts supplied through an OEM Authorized Distributor or OEM Licensed Manufacturing Partner are acceptable, provided the required authorization, warranty and traceability documents are submitted.	The operator should abide by the requirements of the Tender Documents in this regard.
88	OEM / Services	Translated Addendum, p.3	OEM-Approved Experts for Major Overhauls	Please confirm that specialist personnel provided through an OEM Authorized Distributor or OEM Licensed Manufacturing Partner are acceptable for Major Overhauls and other required maintenance, provided the required OEM authorization and supporting documents are submitted.	The operator should abide by the requirements of the Tender Documents in this regard.
89	Spares	Translated Addendum, p.46	EDL-Supplied Spare Parts to be replenished	Please confirm if the list of spare parts provided will be available at each plant in good condition at the commencement of the contract and will be subject to replenishment if used by the Operator.	Please abide by the requirements of the Tender Documents in this regard, especially Conditions of Contracts – clauses 3.7.1 and 3.9
90	Spares	Translated Addendum, p.46	Additional Spares Required for Availability	Please confirm whether the Operator is expected to supply, at its own cost, any additional spare part considered necessary to achieve the guaranteed availability even if the item and quantity are not included in the BOQ. If yes, please clarify how such additional items should be priced at tender stage.	Supply of all spare parts for the operation and maintenance of both power plant are operator's responsibility according to terms and conditions of the Tender Document, the cost of these spare parts should be included in the bidder's Please abide by the requirements of the Tender Documents in this regard, especially Conditions of Contracts – clause 3.7.1

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No.	Category	Clause	Tender Document Reference	Clarification	EDL Response
91	Spares/Commercial	Translated Addendum, p.47	Non-Repairable GT/ST Parts	Please confirm whether the cost of new OEM replacement parts for GT/ST components found non-repairable during scheduled inspections is fully for the Operator's account, or whether such replacements will be treated separately when the condition cannot reasonably be determined at tender stage.	Please abide by the requirements of the Tender Documents in this regard, especially Conditions of Contracts – clause 3.7.1
92	Spares/Technical	Translated Addendum, p.47	Alternative / Obsolete Spare Parts	For obsolete parts or parts no longer supported by the original manufacturer, please confirm whether technically equivalent replacement parts may be proposed subject to EDL's prior written approval.	Please abide by the requirements of the Tender Documents in this regard, especially Conditions of Contracts – clause 3.7.1
93	Commercial	Translated Addendum, pp.6-7	Performance and LDs	Please clarify under what specific circumstances a monthly payment may be delayed or withheld due to reporting, performance guarantee or LD requirements, and whether only the disputed or affected amount will be withheld rather than the full monthly payment.	The Owner (EDL) will respect the content of the Tender document in this concern.
94	Performance/LD	Translated Addendum, p.7	Monthly Payment - Reports, Availability and LD Calculation	Please confirm how scheduled and unscheduled unavailability will be measured and applied for each plant/unit, particularly during years when Major Inspection or General Inspection is scheduled.	Please refer to Article 11 of Section VI: The Conditions of Contract of the Tender Document. Please abide by the requirements of the Tender Documents in this regard.
95	Reporting/CMMS	Translated Addendum, p.48	Reporting and CMMS Format	Please confirm whether EDL has an existing CMMS, reporting templates and electronic reporting system that the Operator must use, or whether the Operator is expected to provide its own CMMS and reporting formats for EDL approval.	Please refer to Articles 2.10.4 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.
96	HSE	Translated Addendum, p.45	Existing EDL HSE Procedures	Please confirm whether the Safe System of Work, Power Station Safety Rules and related HSE procedures listed in the tender are existing EDL documents to be followed by the Operator, or documents that the Operator is required to prepare and submit for EDL approval.	Please refer to Articles 2.17 of ANNEX 1: TECHNICAL SPECIFICATIONS of Section V: Schedule of Requirements of Tender Document.
97	General	General	Target Award Date	Please advise on the EDL's target date to award this contract.	Please refer to answer "46" mentioned above.
98	General	General	Target Start Date	Please advise on the EDL's target start date of this contract.	Please refer to answer "46" mentioned above.
99	General	General	Equal Treatment by OEMs	EDL should inform all OEM's, to treat all bidders equally, fairly and make it mandatory for them to offer to all bidders the same technical and commercial proposal.	Please refer to page "64" of Section III: Evaluation & Qualification Criteria, of the Tender Document. Please abide by the requirements of the Tender Documents in this regard.

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