REPUBLIC OF LEBANON

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

EXPANSION AND UPGRADE OF AL-GHADIR WASTEWATER TREATMENT PLANT PROJECT – PHASE I: DESIGN, BUILD AND OPERATE, INCLUDING TWO NEW SEA OUTFALLS AND INSPECTION & ASSESSMENT OF EXISTING SEA OUTFALLS

Fund: Islamic Development Bank (IsDB)

Tender Documents

Part 3 – Conditions of Contract and Contract Forms

August 2026

DAR AL HANDASAH NAZIH TALEB & PARTNERS
دار الهندسة نزيه طالب وشركاه
Founded 1956

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EXPANSION AND UPGRADE OF AL-GHADIR WASTEWATER TREATMENT PLANT PROJECT – PHASE I: DESIGN, BUILD AND OPERATE, INCLUDING TWO NEW SEA OUTFALLS AND INSPECTION & ASSESSMENT OF EXISTING SEA OUTFALLS

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	Revision: (01)	Date: May 05, 2025
	Revision: (00)	Date: March 05, 2025
	Signature:	

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII – GENERAL CONDITIONS (GC)

SECTION VIII – GENERAL CONDITIONS (GC)

Gold Book:

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The Conditions of Contract are the "*General Conditions*" which form part of the "*Conditions of Contract for Design, Build and Operate Projects first edition 2008*" published by the Federation Internationale des Ingenieurs – Conseils (FIDIC and the following "Particular Conditions" which comprise of the IsDB's COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for Design, Build and Operate Projects*" must be obtained from FIDIC.

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PART 3 –CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION IX– PARTICULAR CONDITIONS OF CONTRACT

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PART B – PARTICULAR CONDITIONS: SPECIAL PROVISIONS

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PART A – PARTICULAR CONDITIONS: CONTRACT DATA

Particular Conditions of Contract

Part A – Particular Conditions: Contract Data

Sub-Clause	Data to be given	Data
1.1.24	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	2 %
1.1.26	Cut-Off Date (number of days after the Time for Completion of Design-Build):	10 days
1.1.27	The person or persons named under the Dispute Adjudication Board:	Not Applicable
1.1.32	Employer's name and address	The Council for Development and Reconstruction Tallet Al-Serail, Beirut - Lebanon
1.1.35	Employer's Representative's name and address:	JV Dar Taleb – Artelia **Dar Taleb:** Bachir Kassar Street, Verdun Sector Beirut, Lebanon **Artelia:** Saint-Ouen-sur-Seine, France
1.1.70	Parts of the Works that shall be designated a Section for the purposes of the Contract:	Not applicable
1.1.85	Beneficiary's Name:	The Republic of Lebanon
1.3	Agreed methods of electronic transmission:	None
1.3	Address of Employer for communications:	The Council for Development and Reconstruction Tallet Al-Serail, Beirut – Lebanon Tel: +961 1 98 00 96 Fax: +961 1 98 12 52/3
1.3	Address of Employer's Representative for communications:	Dar Al Handasah Nazih Taleb & Partners (Dar Taleb) Bachir Kassar Street, Verdun Sector Beirut, Lebanon Tel: +961 1 866665

SECTION IX: A – PARTICULAR CONDITIONS: CONTRACT DATA

Sub-Clause	Data to be given	Data
		Fax: +961 1 863434
1.3	Address of Contractor for communications:	To be defined later on
1.4	Contract shall be governed by the law of:	Republic of Lebanon
1.4	Ruling language:	English
1.4	Language for communications:	English
1.6	Time for Parties to sign a Contract Agreement:	Within fifteen (15) days after being called by the Employer for Contract signature, the successful Bidder shall sign and date the form of agreement at the Employer office. The Employer representative shall sign the Contract within fifteen (15) business days from the date of signature of the successful Bidder and promptly notify it to the successful Bidder.
1.8	This clause shall be amended as follows:	The Contractor may not assign the whole or part of the Contract to another party without prior written approval of the Employer.
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	21 days
4.1	Cyber security – Contractor's obligations	Not Applicable
4.2	Performance Security (as percentages of the Accepted Contract Amount in Currencies): Percent ..... Currency	 10 % US$
4.2	Reduction in Performance Security at the end of the Retention Period:	50 %
4.21	Cyber security	Not Applicable
4.21	Cyber security – immediate reporting	Not Applicable
5.1	Period for notification of errors, faults and other defects is	30 days
5.2	Contractor's Documents requiring approval:	1- Detailed Design based on the Tender design of the Bidder. 2- Construction drawings along with calculation meters

SECTION IX: A – PARTICULAR CONDITIONS: CONTRACT DATA

Sub-Clause	Data to be given	Data
6.5	Normal working hours on the Site:	7.00 am – 6.00 pm 5 days a week 7.00 am – 1.00 pm on Saturdays
8.2	Period of the Operation Service:	2 years
9.2	Time for Completion of Design-Build:	3 years
9.2	Time for Completion of each Section: Section ..... Time for Completion ..... Section …..... Time for Completion.....	 Not applicable days Not applicable days
9.6	Delay damages (percent of final Contract Price per day of delay):	0.05%
9.6	Maximum amount of delay damages (percent of final Contract Price):	10%
10.2	The commencement date shall be:	The date of the receipt of a Notice to commence from the Employer
10.6a	Maximum compensation payable by Contractor:	10% of the provision of operation service component
10.6b	Maximum compensation payable by Employer:	Not Applicable
10.7	Minimum production outputs required (give details):	As per Employer's Requirements
13.3 (a)	Cyber security – variation	Not Applicable
13.5	Percentage rate to be applied to Provisional Sums:	As defined in the BoQ priced by the Contractor
14.2	Amount of Advance Payment (percent of Accepted Contract Amount):	15% of the Accepted Design and Build Component
14.2	Currencies of payment if different to the currencies quoted in the Contract	Not Applicable
14.3	Percentage of Retention:	10% of each interim payment certificate excluding the advance payment request
14.3	Limit of Retention Money:	10%
14.6(b)(i)	Plant and Materials for payment when shipped:	Not Applicable
14.6(c)(i)	Plant and Materials for payment when delivered to the Site:	Not Applicable
14.7	Minimum Amount of Interim Payment Certificate:	Equivalent to 500.000 US$ as expressed in the currencies.

SECTION IX: A – PARTICULAR CONDITIONS: CONTRACT DATA

Sub-Clause	Data to be given	Data
14.9	Financing charges for delayed payment (percent points above discount rate):	SOFR + 2% (annual interest rate is a simple rate secured overnight)
14.17	Currencies for payment of Contract Price:	US$
14.19	Limit of Maintenance Retention Fund:	10% of contract price
17.1	Operation of forces of nature allocated to the Contractor:	Control of run-off water in the site, control of sea waves, currents and tides
17.8	Total liability of the Contractor shall not exceed:	Contract Price
19.2 (a(i))	Permitted deductible limits:	5 %
19.2 (a(ii))	Additional sum to be insured:	None
19.2 (a) 4	Additional sum to be insured:	None
19.2 (a) 5	Employer's Risks to be insured if different to Sub-Clause 17.1:	None
19.2 (b)	Exceptional Risks to be insured if different to Sub-Clause 18.1:	Contractor’s equipment to be insured according to true market value, with deductible limits of 5%
19.2 (c)	Minimum amount of professional liability insurance required:	2,000,000 USD (any one claim and in the annual aggregate), with deductible limits of 25,000 USD per occurrence
19.2 (c)	Period for which professional liability insurance required:	From the commencement date until 10 years after the issue of the commissioning certificate
19.2 (d)	Minimum amount of insurance required for injury to persons and damage to property:	1,000,000 USD (per occurrence with number of occurrences unlimited), with deductible limits of 10,000 USD per occurrence
19.2 (e)	Insurance for Contractor’s personnel (during Design – Build)	As per applicable Lebanese Law
19.2 (f)	Other insurances required from the Contractor:	Motor vehicle liability insurance (compulsory bodily injury as per Lebanese Law)
19.3 (a)	Minimum amount of fire extended cover insurance required:	Full replacement value, with deductible limits of 5%
19.3 (b)	Minimum amount of insurance required to cover injury to any person and damage to property:	1,000,000 USD (per occurrence with number of occurrences unlimited), with deductible limits of 10,000 USD per occurrence

Sub-Clause	Data to be given	Data
19.3 (d)	Other insurances required by law from the Contractor:	Insurance for Contractor's personnel as per applicable Lebanese Laws (covering all of the O&M staff)
19.3 (e)	Other insurances required from the Contractor:	Motor vehicle liability insurance (for all vehicles used during the operation services)
20.3	Time for appointment of DAB member(s):	Not Applicable
20.3	The DAB shall be comprised of:	Not Applicable
20.3	List of proposed members of DAB:	Not Applicable
20.4	Appointment (if not agreed) to be made by:	Not Applicable
20.8 (a)	Rules of arbitration:	Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
20.8 (b)		Sub-Clause 20.8(b) of Part B – Special Provisions ***shall not*** apply.
20.8 (a)	Place of arbitration	Cairo According to Law No. 440 dated 29/7/2002, the validity of this clause is subject to the issuing of a decree by the Council of Ministers authorizing the Client to go to arbitration for the settlement of disputes. In absence of such decree, the disputes between the Parties shall be referred to the Competent Lebanese Courts.

PART B – PARTICULAR CONDITIONS: SPECIAL PROVISIONS

Particular Conditions of Contract

Part B – Particular Conditions: Special Provisions

The provisions to be found in the Particular Conditions Part B – Special Provisions take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the general Conditions, and the provisions of the Particular Conditions Part A – Contract Data take precedence over the Particular Conditions Part B – Special Conditions.

Part B- Special Provisions

Sub-Clause 1.1.11	**Contract Agreement**: "if any" is deleted.
Sub-Clause 1.1.21	**Contractor's Personnel** The following is added at the end of the Sub-Clause: "Contractor's Personnel includes Key Personnel included in the Contract."
Sub-Clause 1.1.35	**Employer's Representative** Add the following text: "Engineer" has the meaning of Employer's Representative as defined in the General Conditions of Contract."
Sub-Clause 1.1.49	**Letter of Tender** After "entitled letter of tender", "or letter of Proposal" is added.
Sub-Clause 1.1.61	**Permanent Works** Delete Clause 1.1.61 and substitute: "Permanent works means all the materials, equipment and items constructed, erected, built, installed or incorporated into the project by the Contractor as required by this Contract."
Sub-Clause 1.1.72	**Site** After "are to be executed", ", including storage and working areas," is added.
Sub-Clause 1.1.84 to 1.1.93 are added after Sub-Clause 1.1.83	
Sub-Clause 1.1.84	**"Bank"** means the Islamic Development Bank (IsDB).
Sub-Clause 1.1.85	**"Beneficiary"** means the Republic of Lebanon represented by the Council for Development and Reconstruction (CDR).
Sub-Clause 1.1.86	"**ES**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).

Sub-Clause 1.1.87	"**Sexual Exploitation and Abuse" "(SEA)"** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.
Sub-Clause 1.1.88	**"Existing Facilities"** means the existing plant, equipment, buildings and other assets at the Site to be taken over and operated by the Contractor as further described in the Employer's Requirements.
Sub-Clause 1.1.89	**"Performance Standards"** means the standards to be achieved by the Contractor during the Operations Period and includes the standards specified in the Schedule of Guaranteed Performances.
Sub-Clause 1.1.90	**"Schedule of Performance Standards"** means the schedule attached to the Contract Agreement, i.e. the Schedule of Guaranteed Performances, specifying the core output Performance Standards to be achieved by the Works and the Contractor at commissioning and during the Operation Service Period.
Sub-Clause 1.1.91	**"Schedule of Performance Damages"** means the Non-Compliance Penalties attached to the Contract Agreement within the Employer's Requirements which specify the amounts of penalties payable by the Contractor in respect of a breach of the standards specified in the Schedule of Guaranteed Performances.
Sub-Clause 1.1.92	**"Influent"** means the untreated wastewater entering the Works at the delivery point to the Works.
Sub-Clause 1.1.93	**"Influent Baseline"** means the quality characteristics of the untreated Influent as set out in the Employer Requirements, used as the baseline for the design of the Works."
Sub-Clause 1.2	**1.2 Interpretation** The following is added as a new sub- clause: Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of the Parties thereunder shall be prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
Sub Clause 1.2(g)	**Tender** The following is added as a new Sub-Clause: (e) "the word "tender" is synonymous with "Proposal" and "tenderer" with "Proposer" and the words "tender documents" with "request for proposal documents".

Sub-Clause 1.3	**Communications** In the third line ", discharges" is added after "requests."
Sub-Clause 1.4	**Law and Language** the whole Sub-Clause is replaced with the following in its entirety: "**1.4 Law and Language** The second sentence is deleted and replaced by: "The ruling language of the Contract shall be that stated in the Contract Data."
Sub-Clause 1.5	**Priority of Documents** The whole Sub-Clause is replaced with the following: "The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a): The Contract Agreement, (b): The Letter of Acceptance, if any, (c); The Letter of Tender with all Addenda to the Tender Documents as Appendices (d): the Particular Conditions Part A – Contract Data; (e): the Particular Conditions Part B – Special Provisions; (f): the Particular Conditions Part C – Fraud and Corruption; (g): the Particular Conditions Part D – Environmental and Social (ES) Metrics for Progress Reports; (h): the Particular Conditions Part E – Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors; (i): these General Conditions; (j): The Employer's Requirements, which include by order of precedence: a) General Requirements b) Performance Specifications c) Control of Performance Levels d) Operation and Maintenance Requirements e) General Technical Specifications; (k) the Schedules which include by order of precedence: a) Schedule of Guaranteed Performances, b) Technical Schedules c) Price Schedules; (l): the Contractor Tender Design included in the Bid. In any case, Addenda, Memoranda and/or Clarifications shall have the order of precedence of the document they are modifying. If an ambiguity or discrepancy is found in the documents, the Employer's Representative shall issue any necessary clarification or instruction.
Sub-Clause 1.6	**Contract Agreement** in the second line "unless they agree otherwise" is replaced with "unless the Particular Conditions establish otherwise." Replace in the last sentence, the word: "Employer" by "Contractor.

Sub-Clause 1.7	**Operating License** The Sub-Clause is deleted from the Contract.
Sub-Clause 1.8	**Assignment** The whole Sub-Clause is replaced with the following: "(a) Except as provided in (b) below, the Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the consent of the other Party. (b) The Contractor may as security in favour of a bank or financial institution, assign its right to any monies due, or to become due, under the Contract. (c) During the Operation Service Period, the Employer may assign the whole of the Contract to the agency, if any, specified in the Contract Data subject to the following: (i) The Employer shall provide at least 90 days' written notice to the Contractor of its intention to assign the Contract. Such notice shall specify the financial arrangements that have been made for payment of the Contract Price to the Contractor. (ii) The Employer shall not assign the Contract until reasonable evidence has been provided to the Contractor that financial arrangements have been made, and will be maintained, which will enable the agency to pay the Contract Price punctually.
Sub-Clause 1.9	**Care and Supply of Documents** "of a technical nature" is deleted from the last paragraph.
Sub-Clause 1.11	**Employer's use of Contractor's Documents** Add in the second paragraph, the words: ", and other design documents made by (or on behalf of) the Contractor" after "Documents" and before, "including making".
Sub-Clause 1.12	**Contractors Use of Employer's Documents** Add the following, at the end: Contractor agrees not to divulge to third parties, without the written consent of Employer, any information obtained from or through Employer or Employer's representative in connection with the performance of the contract unless: 1) The information is known to Contractor prior to obtaining the same from Employer or Employer's representative. or 2) The information is, at the time of disclosure by Contractor, then in the public domain, Contractor further agrees that it will not, without the prior written consent of Employer or Employer's representative, disclose to any third party any information developed or obtained by Contractor in the performance of this contract except to the extent that such information falls within one of the 2 categories described above.

	If so, requested by Employer or Employer's representative, Contractor further agrees to require its employees to execute a non-disclosure agreement prior to performing any work under this Contract.
Sub-Clause 1 .13	**Confidential Details** Sub-Clause 1.13 is replaced with the following in its entirety: "**1.13 Confidential Details** The Contractor's Personnel and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract, to comply with applicable Laws or the information is required by IsDB. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects."
Sub-Clause 1.14	**Compliance with Laws** At the end of (b), "failure to do so." is replaced with "failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence."
Sub-Clause 1.15.2	**Joint and Several Liability** Before "If the Contractor constitutes" "1.15.1" is added. The following is then added: "1.15.2 If the Contractor is an SPV, throughout the Contract Period, the Contractor shall be bound to maintain its share capital at a minimum level of set out in the Contract Data of the total paid up share capital of the Contractor. The share capital may be increased without the Employer's prior approval, but a written notice of information shall be sent to the Employer. Any reduction of the Contractor's share capital shall be subject to the prior written consent of the Employer. 1.15.3 The Lead Member who holds at least fifty-one percent (51%) of the subscribed and paid up equity of the Contractor at the Commencement Date shall continue holding at least fifty-one percent (51%) of the subscribed and paid up equity of the Contractor for a period up to the second anniversary of the date of the Commissioning Certificate, and at least twenty-six percent (26%) for the following five (5) years subject to the transferee having similar experience to the Lead Member and the approval of the Employer. 1.15.4 The other Members who hold less than forty-nine percent (49%) of the subscribed and paid-up equity of the Contractor at the Commencement Date shall continue holding the same percentage of the subscribed and paid-up equity of the Concessionaire up to the second anniversary of the date of the Commissioning Certificate."

Sub-Clause 1.16	**Inspections and Audit by IsDB** The following Sub-Clause is added after Sub-Clause 1.15: "**1.16 Inspections and Audit by the IsDB** Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, IsDB and/or persons appointed by IsDB to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by IsDB. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of IsDB's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to IsDB's prevailing sanctions procedures)."
Sub-Clause 2.1	**Right of Access to the Site** At the end of Sub-Clause 2.1, add the following paragraph: Should the Contractor require the temporary use of any additional land to that of the Site for the purposes of storage, working space or additional points of access, he shall be responsible for obtaining all necessary permits and agreements from the relevant authorities and land owners and shall bear all the related costs and expenses. The Contractor will be responsible for all matters arising from the use of such land and the Employer shall have no liability in respect of such use by the Contractor.
Sub-Clause 2.4	**Employer's Financial Arrangements** This Sub-Clause is deleted from the Contract.
Sub-Clause 3.1	**Employer's Representative's Duties and Authority** "**3.1 Employer's Representative's Duties and Authority"** Add at the end of the Sub-Clause: "The Employer's Representative shall obtain the specific approval of the Employer in writing before taking any of the following actions specified in the General Conditions of Contract: 1) Giving consent to sub-contracting any part of the Works under Sub-Clause 4.4 [Subcontractors]; 2) Certifying additional costs or extension of time under Sub-Clause 4.12 [Unforeseeable Physical Conditions]; 3) Issuing a Variation under Sub-Clause 13.3 [Variation Procedure] except in an emergency situation, as reasonably determined by the Engineer; 4) Fixing rates or certifying additional costs under Sub-Clause 17.1 [Employer's Risks during the Design Build Period] and 17.3 [Employer's Risks during the Operation Period];

	5) Certifying adjustments under Sub-Clause 13.6 [Adjustments for Change in Legislation] and 13.7 [Adjustments for Change in Technology]; 6) Giving consent for the use of the provisional sums under Sub-Clause 13.5 [Provisional Sums]. Notwithstanding the obligations, as set above, to obtain approval, if, in the opinion of the Employer's Representative, an emergency occurs affecting of life or of works, he may without relieving the Contractor from any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work. The Contractor shall forthwith comply despite the absence of approval from the Employer (the Employer's Representative will notify the Employer later)."
Sub- Clause 3.4	**Replacement of the Employer's Representative** Replace the entire Sub-Clause with the following: The Employer reserves the right to appoint any other competent person to act in the capacity of the Engineer, without requiring approval from the Contractor.
Sub- Clause 3.5	**Determinations** In the second paragraph replace the first sentence with: "The Employer's Representative shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified."
Sub-Clause 3.6	**Management Meetings** Add a new Sub-Clause as follows: "The Employer's Representative shall require the Contractor to attend meetings. The Engineer shall record the business of meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract. These meetings shall normally take place: - Each week (site meeting) for the day-to-day monitoring of the Works (working schedule of the next week, technical issue and discussion to deal with, reports to perform, arrangements for future works …) - Each month (Management meeting) for the progress monitoring and financial management of the Works."
Sub-Clause 4.1	**Contractor's General Obligations** At the end of the second paragraph, the following is added: "All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by IsDB." The following is inserted after the paragraph "The Contractor shall, whenever required by the…"

	"The Contractor shall not carry out works, including mobilization and/or pre-construction activities (e.g. clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Employer's Representative gives consent, a consent that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor's Personnel submitted as part of the Proposal and agreed as part of the Contract. The Contractor shall submit to the Employer's Representative for its approval, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be part of the Contractor's Documents. The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Employer's Representative for its approval. The following is added at the end of the Sub-Clause: "The Contractor shall provide relevant contract-related information, as the Employer and/or Employer's Representative may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who: (i) are affected or likely to be affected by the Contract; and (ii) may have an interest in the Contract. The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Employer's Representative may reasonably request. Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract."

Sub-Clause 4.2	**Performance security** Add in the first line after "Performance Security": "issued by a reputable bank located in the Country acceptable to the Employer" In the third paragraph: Change "28 days" by "21 days" Add at the end of the Third paragraph: "The performance Security of a Joint Venture shall be in the name of the Joint Venture. Without limitation of to the provisions of the proceeding paragraphs, whenever the Employer's Representative determines an addition to the Contract Price, The Contractor shall promptly increase the value of the Performance Security by an equal percentage. If the Contractor fails to submit this document within the 21 days period, the Employer shall be entitled to not pursue the issuance of the Letter of Acceptance, and the Contractor shall not be allowed to present claims or expect compensation."
Sub-Clause 4.3	**Contractor's Representative** Add the following wording at the end of the sixth paragraph: "and the Employer's representative has given his consent" The following sentence is added at the end of the Sub-Clause: "If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer's Representative."
Sub-Clause 4.4	**Subcontractors** The following is added before "The Contractor shall be responsible for the acts or…" "The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.29." Add the following wording at the end of (b): "Information on the subcontractors is to be submitted to the Employer/Engineer. The approval of proposed subcontractor will be based on the evaluation of its proved experience and documentation provided by the Contractor. The Employer's representative decision shall take into account : (i) the nature and the scope of works to be sub-contracted, (ii) information on the Sub-Contractor experience of similar works or services with details, (iii) details related to sources of labour and financial capabilities , (iv) the approximate values of the works or services sub-contracted and (v) confirmation signed by the Contractor and the Sub-Contractor that the subcontract will include all terms, conditions, obligations, responsibilities included in the Contract, in so far as these apply to the subcontract. The Employer's representative decision shall be final, subject to the provisions of Clause 3.1."

	The following paragraph is added before the paragraph starting: "If any Subcontractor is entitled…": "The Contractor's submission, for the Employer's Representative consent under (b) in the preceding paragraph shall include a Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors." The following is added at the end of the last paragraph of Sub-Clause 4.4: "All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 15.2. [*Termination for Contractor's Default*]. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."
Sub-Clause 4.6	**Cooperation** The following is added as the second paragraph: "The Contractor shall also, as stated in the Employer's Requirements or as instructed by the Employer's Representative, cooperate with and allow appropriate opportunities for the Employer's Personnel to conduct any environmental and social assessment." in the second paragraph (now third paragraph): "to suffer delays and/or" is added before "to incur Unforeseeable Cost."
Sub-Clause 4.8	The Sub-Clause is replaced with the following: **"Health and Safety Obligations** The contractor shall: (a) comply with all applicable health and safety regulations and Laws; (b) comply with all applicable health and safety obligations specified in the Contract; (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed; (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons; (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate; (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land; (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records; (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel;

(i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;

(j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

(k) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a), (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and

(l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to Sub-Clause 4.1, the Contractor shall submit to the Employer's Representative for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 *[Contractor's Documents]*.

The health and safety manual shall set out all the health and safety requirements under the Contract,

(a) which shall include at a minimum:

(i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;

(ii) details of the training to be provided, records to be kept;

(iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher

	sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and (b) any other requirements stated in the Employer's Requirements. The paragraph starting with: "In addition to the reporting requirement of…" is deleted and replaced with the addition to GC Sub-Clause 4.21 in Sub-Clause 4.21 of the Special Provisions.
Sub-Clause 4.9	**Quality Assurance** Add the following wording at the end of the Clause: "As per the quality assurance system of the Contractor, the latter is fully responsible of the contents, the precision, the rightness and the way to carry out calculations and drawings. As a result, the Employer shall not accept that the Employer's representative consumes time and resources for the checking of the Contractor's documents quality. Then, all documents not compliant with the usual engineering practice and/or the Employer's Requirements shall be immediately returned to the Contractor for modifications; the time of such modifications is for the Contractor' responsibility. In case of repeated failing to comply with this responsibility, The Employer reserves the right to claim against the Contractor as per Clause 20.2 [Employer's Claims] As an example, non-compliance can be expressed as follows: - Document not modified and nevertheless re-submitted, - Numbering, titling and general data non consistent with the requirements, - Changes on previously approved document not clearly mentioned, - Nature of the document not consistent with the requirements"
Sub-Clause 4.12	**Unforeseeable Physical Conditions** The last paragraph is replaced with: "The Employer's Representative shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence."
Sub-Clause 4.13	**Rights of Way and Facilities** The Sub-Clause is replaced with the following: "Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works."

Sub-Clause 4.15	**Access Route** "at Base Date" is added at the end of the first sentence. Delete "as between the Parties" after "shall" on the first line of the sentence (a). The following is added at the end of Sub-Clause 4.15: "The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor's Equipment on public roads or other public infrastructure. The Contractor shall monitor and use road safety incidents and accidents reports to identify negative safety issues, and establish and implement necessary measures to resolve them."
Sub-Clause 4.18	**Protection of the Environment** Sub-Clause 4.18 Protection of the Environment is replaced with: "The Contractor shall take all necessary measures to: (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities. The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's Requirements, nor those prescribed by applicable Laws. In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Employer's Representative the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. All claims or fees presented by governing authority to the Employer for non-observance of the national rules during the Design Build Period shall be reverted to the Contractor which shall be responsible for the resolutions. All claims or fees presented by governing authority to the Employer for non-observance of the national rules, others than the required Guarantees in Part 2 of the Contract, during the Operating Period shall be reverted to the Contractor which shall be responsible for the resolutions."
Sub-Clause 4.21	**Progress Reports** Sub-Clause 4.21 (g) is replaced by the following: "**4.21 (g)** the Environmental and Social (ES) metrics set out the Particular Conditions - Part D;" The following is added at the end of the Sub-Clause: "If stated in the Contract Data, progress reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation. In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.21 [*Progress Reports*], the Contractor shall inform the Employer's Representative immediately of any allegation, incident or

	accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident-causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer's Representative of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Employer's Representative within the timeframe agreed with the Employer's Representative. The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause."
Sub-Clause 4.22	**Security of the Site** The Sub-Clause is replaced with the following: "The Contractor shall be responsible for the security of the Site, and: (a) for keeping unauthorised persons off the Site; (b) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Employer's Representative to the Contractor. Subject to Sub-Clause 4.1, the Contractor shall submit for the Employer's Representative's No-objection a security management plan that sets out the security arrangements for the Site. The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements. The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer's Requirements."

Sub-Clause 4.23	**Contractor's Operation on Site** Add the following wording at the end of the last sentence: "Subject to the Employer's Representative's prior written consent."
Sub-Clause 4.24	The heading is replaced with: "**Archaeological and Geological Findings".** The first paragraph is replaced with the following: "All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall: (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the requirements of the Employer's Requirements and relevant Laws."
Sub-Clause 4.26	**Demolition**: add the following Sub-Clause: "The Contractor shall not demolish any building or structure except where specified in the Employer's Requirements, or with the prior written approval of the Employer's Representative. The conditions for the re-use, sale and disposal of demolished materials shall be as specified in the Employer Requirements."
Sub-Clause 4.27	**Existing Facilities**: Add the following Sub-Clause: "The Contractor shall take over, rehabilitate, upgrade, operate and maintain the Existing Facilities to the extent specified in the Employer's Requirements. Unless stated otherwise in the Employer's Requirements, the Contractor shall provide, and pay for, all labour, equipment, materials (including spare parts and consumables), and electricity necessary to operate and maintain the Existing Facilities. During the Design-Build Period, (a) the Contractor shall use all reasonable endeavors to meet the standards of performance specified for the Existing Facilities in the Employer's Requirements; As at the date of commencement of the Operation Service the Existing Facility, unless specified otherwise in the Employer's Requirements, will be deemed to form part of the Works, and all references in the Contract to Works, Permanent Works, Plant and Site etc. shall be deemed to include the Existing Facilities.
Sub-Clause 4.28 **Suppliers (other than Subcontractors)**	**4.28.1 Forced Labour** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.20. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy

	them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. **4.28.2 Child labour** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.21. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. **4.28.3 Serious Safety Issues** The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.4, 4.8 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. **4.28.4 Obtaining natural resource materials in relation to supplier** The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches. If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.
Sub-Clause 4.29	The following Sub-Clause is added: "**Code of Conduct** The Contractor shall have a Code of Conduct for the Contractor's Personnel. The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate. The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the

	Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community." The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.
Sub-Clause 6.1	**Engagement of Staff and Labour** The following paragraphs are added at the end of the Sub-Clause: "The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer's Requirements. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."
Sub-Clause 6.2	**Rates of Wages and Conditions of Labour** The following paragraphs are added at the end of the Sub-Clause: "The Contractor shall inform the Contractor's Personnel about: (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer's Requirements; and (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. Where required by applicable Laws or as stated in the Employer's Requirements, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."
Sub-Clause 6.5	**Working Hours** The following is inserted at the end of the Sub-Clause: "The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirements."

Sub-Clause 6.6	**Facilities for Staff and Labour** After "Employer's personnel" in the first paragraph add the following words: "... and the Employer's Representative Personnel " The following is added as the last paragraph: "If stated in the Employer's Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirements."
Sub-Clause 6.7	**Health and Safety** In the beginning of the Sub-Clause: "The Contractor shall" is replaced with: In addition to the requirements of Sub-Clause 4.8 [*Health and Safety Obligations*], the Contractor shall" The first sentence of the last paragraph is deleted.
Sub-Clause 6.8	**Contractor's Superintendence** Add as third paragraph: A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the Country's language or the Contractor shall have a sufficient number of competent interpreters, at its own cost, available on Site during all working hours. The Contractor's superintendence representative and his management staff shall be approved by the Employer's representative. This approval may at any time be withdrawn."
Sub-Clause 6.9	**Contractor's personnel** The Sub-Clause is replaced with: "The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Employer's Representative may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [*Persons in the Service of the Employer*]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES). If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

	Notwithstanding any requirement from the Employer's Representative to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), the replacement provision in this Sub-Clause 6.9 shall apply. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than 30 days before the intended date of replacement, give notice to the Employer's Representative, the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. The Contractor shall not, without the prior consent of the Employer's Representative, revoke the appointment of the Key Personnel or appoint a replacement."
Sub-Clause 6.11	**Disorderly Conduct** Add this paragraph: The Employer reserves his right to terminate the Contract of any person from the Contractor's staff or labor who may cause any unlawful, riotous or disorderly conduct.
The following Sub-Clauses 6.12 to 6.29 are added after Sub-Clause 6.11	
Sub-Clause 6.12 **Foreign Personnel**	The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel. The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
Sub-Clause 6.13 **Supply of Foodstuffs**	The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
Sub-Clause 6.14 **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.

Sub-Clause 6.15 **Measures against Insect and Pest Nuisance**	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
Sub-Clause 6.16 **Alcoholic Liquor or Drugs**	The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
Sub-Clause 6.17 **Arms and Ammunition**	The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
Sub-Clause 6.18 **Festivals and Religious Customs**	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
Sub-Clause 6.19 **Funeral Arrangements**	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
Sub-Clause 6.20 **Forced Labor**	The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
Sub-Clause 6.21 **Child Labor**	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Contractor, including its Subcontractors, shall not employ a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor including its Subcontractors, shall only employ children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Employer's Representative's consent. The Contractor shall be subject to regular monitoring by the Employer's Representative that includes monitoring of health, working conditions and hours of work.

	Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
Sub-Clause 6.22 **Employment Records of Workers**	The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer's Representative. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].
Sub-Clause 6.23 **Workers' Organizations**	In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.
Sub-Clause 6.24 **Non-Discrimination and Equal Opportunity**	The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent

	requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.21).
Sub-Clause 6.25 **Contractor's Personnel Grievance Mechanism**	The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.23, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel. The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.
Sub-Clause 6.26 **Training of Contractor's Personnel**	The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and health and safety training referred to in Sub-Clause 4.8 As stated in the Employer's Requirements or as instructed by the Employer's Representative, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel. The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.
Sub-Clause 6.27 **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 local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
Sub-Clause 6.28 **Safety, Health and Environmental regulations**	The Contractor shall comply with the CDR Safety, Health and Environmental regulations. The regulations, requirements and specific measures and actions available to the Employer's representative, including Suspension of the Works or parts of the Works as per Clause 15.2 and payment deduction set out in Clause 3 of these regulations, in the event of non-compliance by the Contractor as included in Appendix 1 to these Particular Conditions of Contract.

Sub-Clause 6.29 Identification of Labors	All staff and labors on the Site shall be provided with identifications as follows: - Identification badges including the name and the photograph of the person and the name of the direct employer (Contractor, Subcontractor…) - Hard hats with the name of the direct employer.
Sub-Clause 7.3 Inspection	The following is added in the first paragraph after "Employer's Personnel" "(including IsDB staff or consultants acting on IsDB's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)" Sub-Clause 7.3 (c) is replaced with: "carry out other duties and inspections, including carrying out environmental and social audit."
Sub-Clause 7.4	**Testing** The second paragraph shall start as: "Except as otherwise specified in the Contract, the Contractor shall….".
Sub-Clause 7.7	**Ownership of Plant and Materials** The first paragraph shall start as: "Except as otherwise specified in the Contract, …." Subparagraph (a) is deleted. The rest of the points are renumbered accordingly. Further in each of the newly numbered point (a) and (b), previously numbered (b) and (c), "when the Contractor is entitled to payment of the value" is replaced with "when the Contractor is paid the corresponding value". The following is added at the end of the Sub-Clause: "For the avoidance of doubt, vehicles, trucks, mobile plant and site equipment (other than temporary mobile plant and temporary site equipment brought onto the site to undertake specific remedial tasks), tools, office equipment, software and office consumables used by the Contractor for the Operation Service shall become the property of the Employer. Vehicles used for personal transportation of the Contractor's Personnel and computers and mobile devices allocated for the personal use of the Contractor's Personnel shall be Contractor's Equipment. The Contractor shall maintain up-to-date inventories of the Contractor's Equipment, Materials and Temporary Works throughout the term of the Contract."
Sub-Clause 8.1	**Commencement Date** The sub- clause is replaced in its entirety with the following: "**8.1 Commencement Date** Except as otherwise specified in the Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Employer's Representative's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor: (a) signature of the Contract Agreement by both Parties; (b) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.14 [Compliance with Laws] as required for the commencement of the Works;

	(c) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor. Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."
Sub-Clause 8.3	**Program** Add at the end of the Clause: In case of Notice given by the Employer's representative for non-compliance of the Program with the Contract or non-consistence with actual progress, it is expressly stated that, until having get the approval of the Engineer on any reasonable and adapted provisions as stated in the Contract, the previous Program (as the case may be the program proposed by the Contractor in its offer) remains in force, and the provisions of Sub-Clause 8.7 remain fully applicable. Unless otherwise noted, schedules and reports shall be furnished in five (5) copies and electronic copy on Microsoft Project software (latest version).
Sub-Clause 9.5	**Rate of Progress** The following is added as the last paragraph of the sub- clause: "Additional costs of revised methods including acceleration measures, instructed by the Employer's Representative to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor."
Sub-Clause 9.11	**Resumption of Work** The following is added at the end of the Sub-Clause after "suspension": "after receiving from the Employer's Representative an instruction to this effect under Clause 13 [Variations and Adjustments]."
Sub-Clause 9.12	**Completion of Design Build** Add at end of item (d): The Commissioning Certificate could not be issued if: (i) the As-built drawings have not been submitted by the Contractor in accordance with Clause 5.5 [As-built Documents] and approved by the Employer's representative, and (ii) the site has not been cleaned and the Contractor has not removed from the Site, all Contractor's Equipment, surplus materials, wreckage, rubbish and Temporary Works that are related to the Works, and (iii) where road surfaces require reinstatement, certification issued by due Authorities in charge, shall be submitted to the Employer's Representative

Sub-Clause 10.1	**General Requirements:** The following is added after Operation Management Requirements: ", and Performance Standards." **Sub-Clause 10.1 General Requirements:** The second paragraph is replaced with the following: "The Contractor shall follow the requirements of the operation and maintenance manuals and any additional Operation Service plans and manuals, prepared by the Contractor in accordance with the Operation Management Requirements. No significant alteration to such arrangements and methods shall be made without the prior approval of the Employer's Representative."
Sub-Clause 10.2	**Commencement of Operation Service:** The first paragraph is replaced with the following: "Unless otherwise stated in the Contract Data, the date of commencement of the Operation Service shall be the date seven days following the date of issuance of the Commissioning Certificate issued under Sub-Clause 11.7 [Commissioning Certificate], or such earlier date the Parties may agree to."
Sub-Clause 10.4	**Delivery of Raw Materials** In the first paragraph, replace "Employer" by "Contractor" twice. Delete the second and third paragraphs from the Clause.
Sub-Clause 10.6	**Delays and Interruptions during the Operation Service**: Sub-paragraph (a) is replaced with the following "(a) If there are any delays or interruptions during the Operation Service which are caused by the Contractor or by a cause for which the Contractor is responsible, the Contractor, subject to Sub-Clause 3.5 [*Determinations*], shall pay the Employer the performance damages for delay and interruptions specified in the Non-Compliance Penalties. The Employer shall be entitled to recover the amounts due by making corresponding deductions from the payments due to the Contractor. However, the amount of Performance Damages in any contract year of the Operation Service, and the total amount of Performance Damages payable by the Contractor to the Employer, shall not exceed the amounts stated in the Contract Data. There will be no extension of the period of the Operation Service as a result of any such delay or interruption. If a delay or interruption results in a failure to meet Performance Guarantees and the Contractor is also liable to pay performance damages pursuant to Sub-Clause 10.7, then damages shall not be imposed under both clauses, and the Employer shall determine whether to impose damages under this Sub-Clause 10.6 (a) or under Sub-Clause 10.7." In the item (b), first sentence, delete the following wording: "and losses including loss of revenue and loss of profit" In the item (b), first sentence, add "additional" prior to "cost". In the item (c), last paragraph, last sentence; change "Plus Profit of making good the Works prior to re-commencing the Operation Service" by "of such suspension."

Sub-Clause 10.7	**Failure to Reach Production Outputs:** replace title with "Failure to Meet Performance Standards" and replace entire Sub-Clause with the following: "In the event that the Contractor fails to achieve the Performance Standards required under the Contract, the Parties shall jointly establish the cause of such failure. (a) If the failure is due to the Employer or any of his servants or agents, then, after consultation with the Contractor, the Employer shall give written instruction to the Contractor of the measures which the Employer requires the Contractor to take. If the Contractor suffers any additional cost as a result of the failure or the measures instructed by the Employer, the Employer, subject to Sub-Clause 3.5 [*Determinations*] and Sub-Clause 20.1 [*Contractor's Claims*], shall pay the Contractor his Cost-Plus Profit. (b) If the failure is due to the Contractor, then, after due consultation with the Employer, the Contractor shall at its own expense make any changes, modifications or additions to the Works, to its operating procedures, and to the Contractor's Personnel, as may be necessary to bring the Works and Operation Service into compliance with the Performance Standards. If the failure relates to a Performance Standard for which damages are specified in the Non-Compliance Penalties, then he Contractor, subject to Sub-Clause 3.5 [*Determinations*], shall pay the Employer the performance damages specified in the Non-Compliance Penalties. The Employer shall be entitled to recover the amount due by making corresponding deductions from the payments due to the Contractor. The amount of compensation payable by the Contractor to the Employer under this Sub-Clause in any contract year of the Operation Service Period and total amount of compensation payable by the Contractor under this Sub-Clause 10.7 (*Failures to meet Performance Standards*) shall not exceed the amounts stated in the Contract Data. Unless otherwise stated in the Contract Data, if the failure continues for a period of more than 84 days and the Contractor is unable to achieve the required Performance Standards, the Employer may either: (i) continue with the Operation Service at a reduced level of compensation determined in accordance with Sub-Clause 3.5 [*Determinations*]; or, (ii) give Notice to the Contractor of not less than 56 days of its decision to terminate the Contract, in accordance with Sub-Clause 15.2 [*Termination for Contractor's Default*]. In such an event, the Employer shall be free to continue the Operation Service itself or by others."
Sub-Clause 10.9	**Ownership of Output and Revenue:** Add at the beginning of the paragraph the following: "Unless specified otherwise in the Contract Data,"
Sub-Clause 11.1	In the fifth paragraph, "Schedule of Guarantees" is replaced with "Schedule of Guaranteed Performances". Add at the end of the clause: "If the Employer's Representative and the Contractor disagree on the interpretation of the Test results, each shall give to the other a statement

	of his views within 14 days after such disagreement arises. The statement shall be accompanied by all relevant evidence. The final interpretation of the Employer's representative of the Test results shall govern. Except where otherwise specified, the Contractor shall provide at his own cost such labor, materials, fuel, electricity, water, stores, apparatus and feedstock as may be required to carry out the Tests."
Sub-Clause 11.5	**Completion of the Works and Sections** Delete in item (b) the following wording: "or is deemed to have been issued" The last paragraph is deleted from the Clause
Sub-Clause 11.6	**Commissioning of Parts of the Works** This Clause is deleted from the Contract.
Sub-Clause 11.8	**Joint Inspection Prior to Contract Completion**: Replace the first paragraph with the following: "Not less than two years prior to the expiry date of the Operation Service Period, the Employer's Representative and the Contractor shall carry out a joint inspection of the Works and, within 28 days of the completion of the joint inspection, the Contractor shall submit a report on the condition of the Works, for the Approval of the Employer's Representative, identifying all remedial works and asset replacements (excluding routine maintenance works) that are necessary a) to satisfy the hand-back requirement specified in the Employer's Requirements, and b) to ensure that the Works can be operated in full compliance with the Performance Standards after the Contract Completion Date."
Sub-Clause 11.9	**Procedure for tests prior to Contract Completion** Add the following wording at the beginning of the Clause: "The Tests prior Contract Completion, the related procedures and the guaranteed performances as well, are defined in the Employer's requirements."
Sub-Clause 12.3	**Failure to Remedy Defects** Add the following paragraph at the end of the Clause: "If the Contractor fails to pass the Tests on Completion of the Design-Build, the Contract price shall be reduced. The tests on completion, the tolerance levels and the range of application for price reductions are defined in the Employer's Requirements - Control of Performance Levels. The deduction for lack of performance shall apply on energy and reagent over-consumptions. The price reduction for over-consumption of electricity shall be 0.2% of the Accepted Contract Amount for the Design-Build for each 1% of over-consumption. The price reduction for over-consumption of chemicals shall be 0.05% of the Accepted Contract Amount for the Design-Build for each 1% of over-consumption of each chemical."
Sub-Clause 12.5	**Removal of Defective Work** Add the following wording at the end of the Clause: "and the provisions of Clause 10.7 [Failure to Obtain production Outputs] still apply."

Sub-Clause 13.1	**Right to Vary** In the first paragraph, "The variation shall not comprise the omission of any work which is to be carried out by others" is deleted. In the second paragraph, added as (iv): "such Variation triggers a substantial change in the sequence or progress of the Works." In the second paragraph, "Schedule of Guarantees" is replaced with "Schedule of Guaranteed Performances"
Sub-Clause 13.3	**Variation procedure** The following is added to the end of Sub-Clause 13.3. (a): "sufficient ES information to enable an evaluation of ES risks and impacts; and sufficient information to enable assessment of cyber security risks as specified in the Contract Data. "
Sub-Clause 13.6	**Adjustments for Change in Legislation** The following is added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost]."
Sub-Clause 13.8	**Adjustments for Changes in Costs** Delete the full text and replace it by the following: "Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material (cement, reinforcement, pipes, cables etc.) components, in accordance with the following formula to be applied separately to the foreign currency amounts and to the local currency amounts as shown in the Price Schedules. **For items payable during the Design Build Period** $P_1 = P_0 \times \left(a + b\frac{L_1}{L_0} + c\ \frac{TP02_1}{TP02_0} + d\ \frac{ICHT-IME_1}{ICHT-IME_0} \right) - P_0$ In which: P_1 Adjustment amount payable to the Contractor P_0 Contract price (base price) a Fixed percentage = 45 % b Fixed percentage of labor component in Contract Price = 15 % c Fixed percentage of Civil and engineering works component in Contract Price = 20 % d Fixed percentage of electro-mechanical equipment component in Contract Price = 20 % L_0, L_1 Labor indices in the date of the bid opening and the date for adjustment respectively, and considering a fixed increase in salaries equal to 3.5% per year during the project life. $TP02_0$ "Travaux de génie civil et d'ouvrages d'art neufs ou rénovation" index as issued by the French establishment INSEE for the Calendar month in which the bid opening took place. $TP02_1$ Weighted Average (Moyenne Pondérée) for "Travaux de génie civil et d'ouvrages d'art neufs ou rénovation" index as issued by the French establishment INSEE during the period of executed works included in the monthly statement.

ICHT-IME$_0$ "Industries mécaniques et électriques" index as issued by the French establishment INSEE for the Calendar month in which the bid opening took place.

ICHT-IME$_1$ Weighted Average (Moyenne Pondérée) for "Industries mécaniques et électriques" index as issued by the French establishment INSEE during the period of executed works included in the monthly statement.

The indices L, TP02, ICHT-ME, shall be jointly defined by the Employer's representative and the Contractor not later than 21 days after the Commencement Date.

If, after due written Notices between them this agreement couldn't be reach, the Employer's representative shall determine such indices in accordance with Clause 3.5 [Determinations].

Such adjustments shall be made each for each Interim Certificate. Only definitive indices, officially published, shall be used.

For items payable during the Operation Services Period

$$P_1 = P_0 \times \left(a + b\frac{L_1}{L_0} + c\,\frac{Ch_1}{Ch_0} + d\,\frac{F_1}{F_0} + e\,\frac{\text{ICHT} - \text{IME}_1}{\text{ICHT} - \text{IME}_0} \right) - P_0$$

In which:

P1 Adjustment amount payable to the Contractor

P0 Contract price (base price)

a Fixed percentage = 50 %

b Fixed percentage of labor component in Contract Price = 5 %

c Fixed percentage of Chemical Base Product component in Contract Price = 15%

d Fixed percentage of Domestic Fuel component in Contract Price = 25%

e Fixed percentage of electro-mechanical equipment component in Contract Price = 5%

L_0, L_1 Labor indices in the date of the bid opening and the date for adjustment respectively, and considering a fixed increase in salaries equal to 3.5% per year during the project life.

Ch_0 "Autres produits chimiques inorganiques de base" index as issued by the French establishment INSEE under the number 201300 for the Calendar month in which the bid opening took place.

Ch_1 Weighted Average (Moyenne Pondérée) for "Autres produits chimiques inorganiques de base" index as issued by the French establishment INSEE under the number 201300 during the period of executed works included in the monthly statement.

F_0 "Fioul domestique yc TIPP" index as issued by the French establishment INSEE under the number 192010 for the Calendar month in which the bid opening took place.

F_1 Weighted Average (Moyenne Pondérée) for "Fioul domestique yc TIPP" index as issued by the French establishment INSEE under the number 192010 during the period of executed works included in the monthly statement.

ICHT-IME$_0$ "Industries mécaniques et électriques" index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.

ICHT-IME$_1$ Weighted Average (Moyenne Pondérée) for "Industries mécaniques et électriques" index as issued by the French establishment INSEE during the period of executed works included in the monthly

	statement, the indices L, Ch, F, ICHT-IME shall be jointly defined by the Employer's representative and the Contractor not later than 21 days after the Commencement Date. If, after due written Notices between them this agreement couldn't be reach, the Employer's representative shall determine such indices in accordance with Clause 3.5 [Determinations]. Such adjustments shall be made each for each Interim Certificate. Only definitive indices, officially published, shall be used. No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an Advance payment."
Sub-Clause 14.1	**The Contract Price** The following is added at the end of the Sub-Clause: "Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise, the security shall be called in the full amount remaining. Withholding tax on foreign companies, stamp duties and VAT on withholding tax on foreign companies and stamp duties shall be calculated and paid as indicated in the Price Schedules."
Sub-Clause 14.2	**Advance payment** The Sub-Clause is replaced in its entirety by the following: "14.2 **Advance Payment** The Employer shall make an advance payment, as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and

	the applicable currencies and proportions, shall be as stated in the Contract Data. Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply. The Employer's Representative shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Advance and Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in accordance with the form included in the request for proposals documents for the subject contract or in another form acceptable to the Employer. The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid. Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Employer's Representative in accordance with Sub-Clause 14.7 [Issue of Advance and Interim Payment Certificates], as follows: (a) deductions shall commence in the next interim Payment Certificate following the Advance Payment Certificate; and (b) deductions shall be made at the amortization rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment. If the advance payment has not been repaid prior to the issue of the Commissioning Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 18 [Exceptional Risks] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer], except for Sub-Clause 15.5 [Employer's Entitlement to Termination for Employer's Convenience], payable by the Contractor to the Employer."
Sub-Clause 14.3	**Application for Advance and Interim Payment Certificates** The following is added to the end of the second paragraph: "The Contractor shall prepare separate Statements for the Design-Build and for the Operation Service."

Sub- Clause 14.7	**Issue of Advance and Interim Payment Certificates** In the first paragraph, "issue to the Employer" is replaced with "deliver to the Employer and to the Contractor." The following is added to the third paragraph as (c): (c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Employer's Representative, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Employer's Representative, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ES requirements described in the Employer's Requirements; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s (as described in Particular Conditions of Contract 4.21), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Employer's Representative within the specified timeframe (e.g. remediation addressing non-compliance/s). The following is added as penultimate paragraph: "As specified in the Contract Data, if the Contractor fails to perform its cyber security obligations under the Contract, an assessed amount, as determined by the Employer's Representative, may be withheld until the obligation has been performed."
Sub-Clause 14.8	**Payment** (b) and (c) are replaced with the following "(b) the amount certified in each Interim Payment Certificate within 56 days after the Employer's Representative receives the Statement and supporting documents; or, at a time when IsDB's financing (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, at a time when IsDB's financing (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor]."

Sub-Clause 14.9	**Delayed Payment** In the second paragraph,4th line, after "currency of payment," the following is inserted: "or, if not available, the interbank offered rate,"
Sub-Clause 14.10	**Payment of Retention money** The following is added to the end of the Sub-Clause: "Unless otherwise stated in the Contract, when the Commissioning Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Employer's Representative, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Employer's Representative shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the performance certificate."
Sub-Clause 14.12	**Issue of Final Payment Certificate Design-Build** In the first paragraph, "issue, to the Employer," is replaced with "deliver, to the Employer and to the Contractor". Further (a) is replaced with: "the amount which he fairly determines is finally due for the Design Build; and"
Sub-Clause 14.15	**Issue of Final Payment Certificate Operation Service** In the first paragraph, "issue, to the Employer," is replaced with "deliver, to the Employer and to the Contractor". Further (a) is replaced with: "the amount which he fairly determines is finally due for the Operation Service; and; and (b) is replaced with: "the amount which he fairly determines is finally due for the Contract; and"
Sub- Clause 14.17	**Currencies of Payment** In the first paragraph, "Unless otherwise stated in the Particular Conditions," is deleted.
Sub- Clause 14.20	**Penalties for Non-Compliance of Treatment** Add a new Sub-Clause as follows: "During the Operation Service Period, the Contractor shall be liable to pay the Employer penalties as set out in this Sub-Clause due to lack of performance. These penalties shall be deemed to be the sole and exclusive liquidated damages due by the Contractor to the Employer according to this Agreement during Operation Service Period. The deduction for lack of performance shall be deducted from the Contractor remuneration to be paid by the Employer for the Operation Service. The calculations shall be made as follows:

	14.20.1. Treated Water Criteria Refer to clause 4.1.5.5 of the Employer's Requirements. **14.20.2. Noise and Odour Criteria** In case any parameter of any sample of the noise and odour guaranteed values in the Schedule of Guaranteed performances, as defined in Sections 7 and 8 of Technical Form No. 9 of Part 1 of the Tender Documents, exceeds the guaranteed criteria by more than 10%, the Contractor shall pay a penalty amounting to 2% of the fixed operation cost remuneration for one year. **14.20.3 Power Consumption and Generation Criteria** In case of the net power consumption (i.e. Total Power Consumption less the Power recuperated from the Biogas) exceeds the guaranteed criteria, clause 4.1.5.5 of the Employer's requirements shall apply. **14.20.4 Dewatered Sludge Production** In case of the Volume of dewatered sludge produced exceeds the guaranteed criteria, clause 4.1.5.5 of the Employer's requirements shall apply. **14.20.5 Raw Water** No penalty for non-compliance of wastewater treatment parameters shall be applied to the Contractor if the pollution loads of the incoming wastewater exceeds the range of guaranteed performances as stated in the Employer's Requirements - Performance Specifications.
Sub-Clause 15.2	**Termination for Contractor's Default** The following is added as (h) before "or if any of the Contractor's Personnel": "(h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract." Further in the second paragraph, "or (h)" is added after "or (g)" and paragraph (h) is renumbered (i).
Sub-Clause 15.5	**Termination for Employer's Convenience** The last paragraph is replaced with the following: "The Employer shall not terminate the Contract under this Sub-Clause in order to execute or operate the Works (or any part thereof) himself, or arrange for the Works (or any part thereof) to be executed or operated by another contractor, or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]"
Sub-Clause 15.8	**Fraud and Corruption** The following new Sub-Clause is added: "15.8.1 The IsDB requires compliance with IsDB's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in IsDB's Sanctions Framework, as set forth in the Particular Conditions - Part C- Fraud and Corruption." 15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for proposals process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee."

Sub-Clause 16.1	**Contractor's Entitlement to Suspend Work** The following paragraph added after the first paragraph: "Notwithstanding the above, if IsDB has suspended disbursements under the financing from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by Notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Beneficiary having received the suspension notification from IsDB."
Sub-Clause 16.2	**Termination by Contractor** In item (c), change "42 days" to "60 days". (d) is replaced with: "the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract," Further, the "or" is deleted at the end of sub-paragraph (f), In item (g), delete "becomes bankrupt or insolvent, goes into liquidation". The following is added as a new sub-paragraph (h): "the Contractor does not receive within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor, the Employer's Representative's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement Date under Sub-Clause 8.1 [*Commencement Date*]. The following is added as penultimate paragraph: "In the event IsDB suspends the financing from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.8 [*Payment*] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.9 [*Delayed Payment*], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Employer's Representative, such termination to take effect 14 days after the giving of the notice."
Sub-Clause 16.3	**Cessation of Work and removal of Contractor's Equipment** In paragraph (b), the following is added after "received payment" ", including those items listed in the Employer's Requirements".
Sub-Clause 17.3	**The Employer Risks During the Operation Services Period** Delete item (a).
Sub-Clause 17.8	**Limitation of Liability**: The Sub-Clause is replaced with the following: "Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 9.8 [*Delay Damages relating to Design Build*];

	Sub-Clause 10.6 [*Delays and Interruption during the Operation Service*]; Sub-Clause 10.7 [*Failure to Meet Performance Standards*]; Sub-Clause 12.2 [*Cost* of *Remedying Defects*]; Sub-Clause 15.4 [*Payment after Termination for Contractor's Default*]; Sub-Clause 16.4 [*Payment on Termination*]; Sub-Clause 17.9 [*Indemnities by the Contractor*]; Sub-Clause 17.10 [*Indemnities by the Employer*]; Sub-Clause 17.6(b) [*Consequences of Employer's Risks resulting in Damage*] and Sub-Clause 17.12 [*Risk of Infringement of Intellectual and Industrial Property Right*s]. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [*Electricity, Water and Gas*], Sub-Clause 4.20 [*Employer's Equipment and Free-Issue Materials*], Sub-Clause 17.1 [*Indemnities*] and Sub-Clause 17.5 [*Intellectual and Industrial Property Rights*], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party."
Sub-Clause 17.9	**Indemnities by the Contractor** In the first paragraph, add "and the Employer's representative personnel" after "Employer's personnel". In sub-paragraph (a), add "and the Employer's representative personnel" after "Employer's personnel". Sub-paragraph (b) is replaced with: "damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the design, the execution and completion or operation and maintenance of the Works, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel."
Sub-Clause 17.13	**Use of Employer's Accommodation/Facilities** The following Sub-Clause added as 17.13: "Sub-Clause **17.13 - Use of Employer's Accommodation/ Facilities** The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Employer's Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Commissioning Certificate for the Works). If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer's Representative."
Sub-Clause 18.1	**Exceptional Risks** The following added in (b) before "rebellion": "sabotage by persons other than the Contractor's Personnel," Further in (c) and other employees of the Contractor and Subcontractors" is deleted.

Sub-Clause 18.4	**Consequences of an Exceptional Event** (b) is replaced with: "if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 18.1 [*Exceptional Risks*] and, in sub-paragraphs (b) to (e), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Event, to the extent they are not recovered through the insurance policy referred to in Sub-Clause 19.2 [*Insurances to be Provided by the Contractor during the Design-Build Period*]."
Sub-Clause 18.5	**Optional Termination, Payment and Release** In (c), "and necessarily" is inserted after "reasonably".
Sub-Clause 19.1	**Insurance General Requirements** After the fourth paragraph the following paragraph is added: "Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause." Further, the following is added as the final paragraph: "The insurers shall be registered at the Ministry of Commerce of the Republic of Lebanon and shall be licensed to operate in Lebanon in accordance with the Lebanese Law."
Sub-Clause 19.2	**Insurances to be provided by the Contractor during the Design Build Period** At the beginning of the Sub-Clause, add "unless otherwise stated in the Contract Data,"
Sub-Clause 19.3	**Insurances to be provided by the Contractor during the Operation Service Period** At the beginning of the Sub-Clause, add "unless otherwise stated in the Contract Data,"
Sub-Clause 20.3	**Appointment of the Dispute Adjudication Board** In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3 of Appendix- General Conditions of Dispute Adjudication Agreement." After the second paragraph, the following paragraph is inserted: "If the Contract is with a foreign Contractor, the DAB members shall not have the same nationality as the Employer or the Contractor."
Sub-Clause 20.4	**Failure to Agree Dispute Adjudication Board** In (a): "by the date stated in the first paragraph of Sub-Clause 20.3[*Appointment of the Dispute Adjudication Board*]" is replaced with: "within 42 days from the date the Contract is signed by both Parties". In (b) and (c): "by such date" refers to "within 42 days from the date the Contract is signed by both Parties".

Sub- Clause 20.8	**Arbitration** In the first paragraph, delete starting from: "international arbitration" up to the end of (c), and replace with the following: "arbitration. Arbitration shall be conducted as follows: (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [*Law and Language*]. (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country."
General Conditions of Dispute Adjudication Agreement	
3.Warranties	The second paragraph starting "When appointing the Member" is replaced with: "When appointing the Member, each Party relies on the Member's representations, that he/she: (a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management; (b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; (c) has received formal training as an adjudicator from an internationally recognized organization; (d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; (e) has experience in the interpretation of construction and/or engineering contract documents; (f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and (g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAB)."
6.Payment	From the paragraph starting with: "The Member shall submit invoices for": "and air fares" and "other" are deleted from the first and second sentences respectively.

Procedural Rules for Dispute Adjudication Board members	
Rule 1	In the first sentence: " Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the Site at intervals of not more than 140 days" *is replaced with:* "Unless otherwise agreed with the Employer and the Contractor, the DAB shall hold face-to face meetings with the Employer and the Contractor, and/or visit the Site at intervals of not more than 90 days during the Design-Build Period and not more than 140 days during the Operation Service Period." In the second sentence: "consecutive visits" is replaced with: "consecutive face-to-face meetings with the Employer and the Contractor and/or Site visits" The following is then added at the end of the paragraph: "In addition to the face-to face meetings, as agreed with the Employer and the Contractor, the DAB may also hold virtual meetings with the Employer and the Contractor."
Rule 10	"and" is deleted from (g) and the following is added: "and (i) appoint one or more experts (including legal and technical expert (s)), with the agreement of the Parties." "Chairman" is replaced with "Chairperson".

APPENDIX 1 - SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS

APPENDIX 1 - SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS

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PREAMBLE

PART I - GENERAL SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS

PART II - SUPPLEMENTARY SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS

Preamble

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

PART I - General Safety, Health and Environmental Regulations;

PART II - Supplementary Safety, Health and Environmental Regulations.

PART II shall have priority over PART I.

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SECTION IX: APPENDIX 1 - SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS

Part I - General Safety, Health and Environmental Regulations

1. INTRODUCTION

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

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

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

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

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

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

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

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

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

2. COMPLIANCE WITH REGULATIONS

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

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

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

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

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

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

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

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

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

(a) in lieu of independent test certificates:

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

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

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

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

3. FAILURE TO COMPLY WITH REGULATIONS

3.1 General

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

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

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

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

(i) the nature of the failure or failures;

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

(iii) the amount to be deducted.

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

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

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

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

3.2 Deductions from Payments

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

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

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

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

3.2.3 Deductions from payments will be applied as follows:

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

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

4. GENERAL REQUIREMENTS

4.1 Preamble

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

4.2 Safety Officer

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

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

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

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

4.3 Safety Training

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

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

4.4 Safety Meetings

4.4.1 The Contractor shall hold regular safety meetings to provide safety instructions and receive feedback from site personnel on safety, health and environmental matters. A weekly Safety Meeting shall be chaired by the Safety Officer and minutes shall be taken of the meeting. The meeting/minutes shall cover all relevant issues including actions to be taken. A copy of the minutes shall be given to the Engineer. The Safety Officer should attend the Contractor's weekly site meetings and "Safety" should be an item on the agenda.

4.5 Safety Inspections

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

4.6 Control of Substances Hazardous to Health

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

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

4.7 Potential Hazards

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

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

4.8 Accident Reporting

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

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

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

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

4.9 Notices, Signs, Etc

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

4.10 First Aid and Medical Attention

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

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

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

4.11 Employee Qualifications and Conduct

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

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

4.11.3 The Contractor shall ensure:

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

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

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

4.12 Security

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

5. SAFETY REQUIREMENTS

5.1 Personal Protective Equipment

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

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

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

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

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

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

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

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

5.2 Fire Protection and Prevention

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

(a) provision of fire fighting facilities in all vulnerable areas and as instructed by the Engineer

(b) marking escape routes and illuminating them if necessary

(c) instructing workmen in fire precautions and use of fire fighting equipment

(d) displaying notices on fire safety and procedures in the event of a fire on Site.

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

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

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

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

5.2.6 No combustible site accommodation shall be located inside or within 10 meters of a building or structure forming part of the permanent Works, where units have to be used in these circumstances, they shall be constructed of non-combustible materials and have a half-hour fire rating inside to outside and outside to inside. Non-combustible furniture shall be used where practical.

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

5.2.8 Smoking shall be banned in high-risk areas.

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

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

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

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

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

5.2.14 Fuel burning engines shall be shut off while being refueled

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

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

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

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

5.3 Electrical Safety

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Oxygen/Acetylene/Fuel Gases/Cartridge Tools

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

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

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

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

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

5.5 Scaffolding/Temporary Works

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

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

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

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

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

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

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

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

5.6 Use of Ladders

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

5.6.2 Job made ladders shall not be permitted.

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

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

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

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

5.7 Elevated Work

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

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

5.7.3 Roofing & Sheet Material Laying

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

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

5.7.4 Erection of Structures

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

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

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

5.7.5 Mobile Elevating Work Platforms

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

5.7.6 Hoists

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

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

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

5.7.7 Suspended Cradles

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

(b) Suspended cradles shall comply with local regulations.

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

5.8 Use of Temporary Equipment

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

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

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

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

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

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

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

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

5.8.9 Cranes:

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

(b) No cranes shall be erected on the site without the prior approval of the Engineer. The Engineer may direct the Contractor as to locations where cranes may not be located. The Contractor shall take such directions into account when submitting his proposals for crane location points, base footings, pick up points and swing radius. Compliance with any such direction shall not entitle the Contractor to any extension of the Period of Completion or to any increase in the Contract Price.

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

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

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

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

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

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

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

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

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

5.9 Locking-out, Isolating, and Tagging of Equipment

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

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

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

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

5.10 Installation of Temporary or Permanent Equipment

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

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

5.11 Laser Survey Instruments

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

5.12 Working in Confined Spaces

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

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

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

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

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

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

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

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

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

5.13 Demolition

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

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

5.14 Use of Explosives

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

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

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

"DANGER - EXPLOSIVES"

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

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

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

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

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

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

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

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

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

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

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

5.15 Excavation and Trenching

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

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

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

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

A sample Excavation Permit is given in Appendix 1.

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

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

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

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

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

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

5.15.8 The Contractor shall:

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

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

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

5.16 Concrete Reinforcement Starter Bars

5.16.1 The Contractor shall ensure concrete reinforcement starter bars are not a danger to personnel. Where permitted by the Engineer, starter bars shall be bent down. Alternatively, the starter bars shall be protected using either hooked starters, plastic caps, plywood covers or other methods agreed with the Engineer.

6. ENVIRONMENTAL AND HEALTH REQUIREMENTS

6.1 Protection of the Environment

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

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

6.2 Air Pollution

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

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

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

6.3 Water Pollution

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

6.4 Solid Waste

6.4.1 General Housekeeping

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

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

6.4.2 Rubbish Removal and Disposal

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

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

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

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

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

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

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

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

6.4.3 Asbestos Handling and Removal

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

6.4.5 Pest Control

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

6.5 Noise Control

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

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

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

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

6.6 Protection of Archaeological and Historical Sites

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

a) Stop construction activities.

b) Delineate the discovered site area.

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

d) Notify the responsible foreman/archaeologist. Who in turn should notify the responsible authorities, the General Directorate of Antiquities and local authorities (within less than 24 hours).

e) Responsible authorities would be in charge of protecting and preserving the site before deciding on the proper procedures to be carried out.

f) An evaluation of the finding will be performed by the General Directorate of Antiquities. The significance and importance of the findings will be assessed according to various criteria relevant to cultural heritage including aesthetic, historic, scientific or research, social and economic values.

g) Decision on how to handle the finding will be reached based on the above assessment and could include changes in the project layout (in case of finding an irrevocable remain of cultural or archaeological importance), conservation, preservation, restoration or salvage.

h) Implementation of the authority decision concerning the management of the finding.

i) Construction work could resume only when permission is given from the General Directorate of Antiquities after the decision concerning the safeguard of the heritage is fully executed.

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

7. ADDITIONAL REQUIREMENTS FOR WORK IN PUBLIC AREAS

7.1 General

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

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

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

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

7.2 Method Statement

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

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

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

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

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

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

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

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

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

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

7.3 Closure of Roads, Etc

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

A sample Street Closure Permit is given in Annex 2.

7.3.2 Access to Properties Affected by the Works:

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

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

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

7.4 Trench and Other Excavations

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

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

(a) before commencing work the Contractor shall:

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

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

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

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

7.5 Safety Barriers

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

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

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

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

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

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

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

8. CONTRACTOR'S SITE CHECK LIST

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

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

9. PROTECTION OF OTHER PROPERTY AND SERVICES

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

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

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

9.4 **Existing Services**

The Contractor shall:

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

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

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

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

9.5 Adjoining Property

The Contractor shall:

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

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

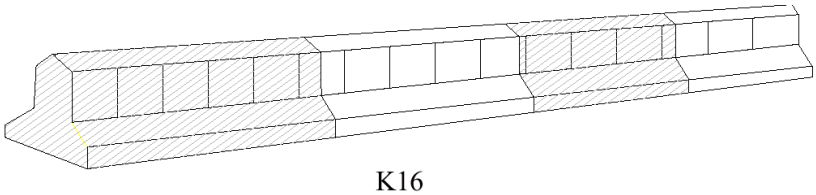
9.7 Occupied Premises

The Contractor shall:

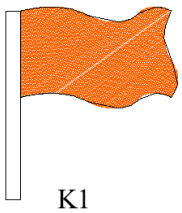
(a) where the works are to be carried out in or around occupied premises ascertain the times and nature of the occupation and use. Carry out the Works with minimum inconvenience, nuisance and danger to the occupants and users.

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

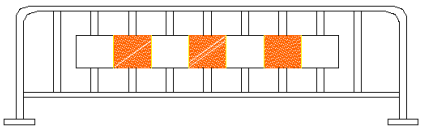
TEMPORARY TRAFFIC CONTROL DEVICES



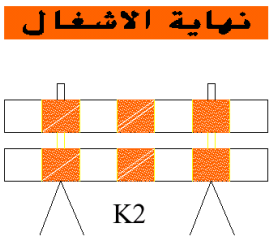
K16



K1



K2



K2



K5a



K8



K13b

K5c

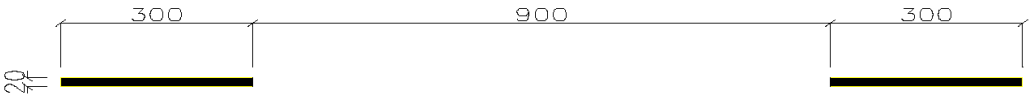
TEMPORARY MARKING

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



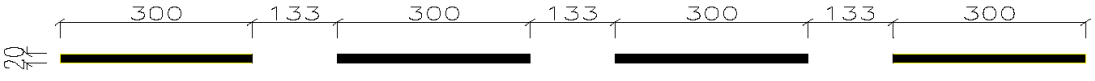
FOR CONTINUOUS EDGE LINE AND FOR SEPARATING THE TRAFFIC IN OPPOSITE DIRECTIONS

MR2 TEMPORARY



FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

TYPE T1

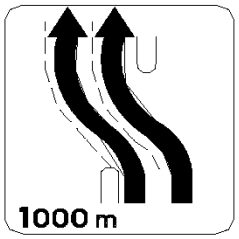


FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

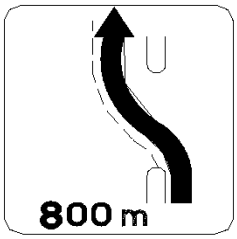
TYPE T3

TEMPORARY GUIDE SIGNS

BLACK TEXT AND GRAPHICS ON YELLOW SIGN PLATE



KD8



NOTICE PAVEMENT CHANGE

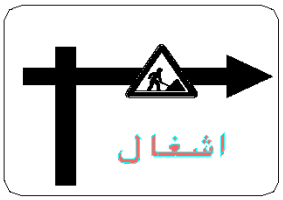
KD8



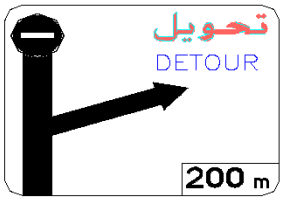
KD10



KD10



KD2



NOTICE THE DIVERSION

KD2



NOTICE REDUCTION IN NUMBER OF LANES

KD10



KC1



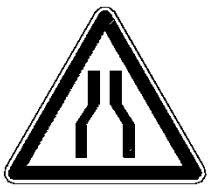


KD5

TEMPORARY WARNING SIGNS



AK2



AK3



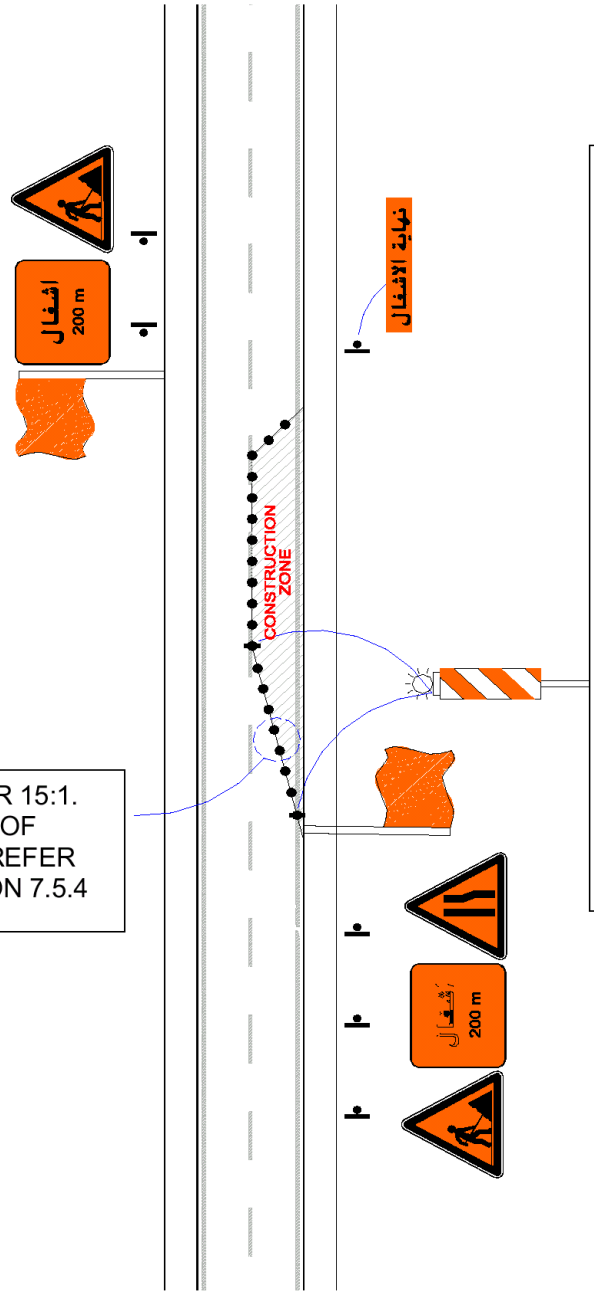
AK22a



AK5

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

TEMPORARY ROAD WORKS MAINTENANCE OF TRAFFIC DURING CONSTRUCTION TYPICAL LANE CLOSURE



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

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

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

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

Annex 1 - Sample Excavation Permit

To: ..... (Engineer)

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

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

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

Work to start on:

Existing services have been checked and identified by:

Drawings # Physical Survey #

Catscan # Trial Holes Excavation #

Signed (Contractor): .....

Approval of Engineer

The above excavation may proceed, subject to the following:

Services to be maintained:

Services to be isolated before work proceeds:

Other matters:

Signed (Engineer): .....

Date: .....

Annex 2 - Sample Street Closure Permit

To: ..... (Engineer)

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

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

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

Street(s):

Reasons:

Proposed diversions:

Signed (Contractor): .....

Approval of the Engineer

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

Approval has been given by relevant authorities and the police;

Other:

Signed (Engineer): .....

Date: .....

Annex 3 - Sample Contractor's Site Check List

Safe Access:

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

Ladders:

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

Scaffolding:

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

Excavation:

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

Roof work:

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

Transport and mobile plant:

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

Machinery and equipment:

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

Cranes and lifting appliances:

- weekly recorded inspections
- regular inspections by a competent person
- test certificates
- competent and trained drivers over 18 years of age
- clearly marked controls
- checks by driver and banksman on weight of load before lifting
- efficient automatic safe load indicator, inspected weekly, for jib cranes with a capacity of more than one tonne
- firm level base for cranes
- sufficient space for safe operation
- trained banksman/slinger to give signals and to attach loads correctly, with knowledge of lifting limitations of crane
- for cranes with varying operating radius, clearly marked safe working loads and corresponding radii
- regularly maintenance
- lifting gear in good condition and regularly examined

Electricity:

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

Cartridge operated tools:

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

Falsework/formwork:

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

Risks to the Public:

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

Fire - general:

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

Fire - flammable liquids:

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

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

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

Fire - other combustible materials:

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

Noise:

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

Health:

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

Manual handling:

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

Protective clothing:

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

Welfare:

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

Work in Public Areas

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

Part II - Supplementary Safety, Health and Environmental Regulations

APPENDIX 2 - SCHEDULE OF AS-BUILT DRAWINGS AND OPERATING AND MAINTENANCE MANUALS

1) As-Built Drawings

The Contractor shall prepare, and submit to the engineering supervision team for their approval, as-built drawings of the following:

a) Contract Drawings as listed in Part 4 – Section XI in accordance to the requirements of the Contract Documents.

2) Operating and Maintenance Manuals

The Contractor shall provide, and submit to the engineering supervision ream for their approval, operating and maintenance manuals sufficient for the proper operation and maintenance of the structures (if any) all mechanical, electrical and other service installations of the Works to the satisfaction of the Project Manager.

The Contractor shall provide one original and two copies of the operating and maintenance manuals.

APPENDIX 3 - VALUE ADDED TAX (VAT) PROCEDURES

Law # 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017

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

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

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

4) Method of VAT invoicing/refund for contracts partially financed by foreign sources:
For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 2 above.
For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.

5) Methods of VAT refund for contracts totally financed by foreign sources:
The contracts totally financed by foreign sources shall be exempted from the VAT. In the event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/01/2002.)

This document was approved by virtue of decision No. 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR, and amended by Law No. 64 dated 26/10/2017.

PART C – PARTICULAR CONDITIONS: FRAUD AND CORRUPTION

Particular Conditions of Contract

Part C - Fraud and Corruption

(Text in this Particular Conditions - Part C shall not be modified)

1. Purpose

1.1 IsDB's Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Activities and this annex apply with respect to procurement under IsDB Project Financing operations.

2. Requirements

2.1 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), subcontractors, sub-Consultants, Service Providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB-financed contracts.[1] In pursuance of this policy, the requirements of the *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times:

a) IsDB defines, for the purposes of this provision, the terms set forth as follows:

i. **'corrupt practice'** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. **'fraudulent practice'** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. **'collusive practice'** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. **'coercive practice'** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

v. **'obstructive practice'** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 2.1(e) below.

b) IsDB will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-Consultants, subcontractors, Service Providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

[1] In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-Consultants, subcontractors, Service Providers, Suppliers and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

c) IsDB will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;

d) IsDB will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures,[2] including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:

   i. to be awarded an IsDB-financed contract; and

   ii. to be a nominated subcontractor, Consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded an IsDB-financed contract; and

e) IsDB will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), subcontractors, sub-consultants, Service Providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

[2] A Firm or individual may be declared ineligible to be awarded an IsDB-financed contract: (i) upon completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, *inter alia*, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanction proceeding.

PART D – PARTICULAR CONDITIONS: ENVIRONMENTAL AND SOCIAL (ES)

Particular Conditions of Contract

Part D- Environmental and Social (ES)

Metrics for Progress Reports

Metrics for regular reporting:

a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*

b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*

c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*

d. *status of all permits and agreements:*

i. work permits: number required, number received, actions taken for those not received;

ii. status of permits and consents:

- list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
- list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
- identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

e. *health and safety supervision:*

i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. *worker accommodations:*

i. number of expats housed in accommodations, number of locals;

ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

iii. actions taken to recommend/require improved conditions, or to improve conditions.

g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*

i. *training:*

i. number of new workers, number receiving induction training, dates of induction training;

ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. *environmental and social supervision:*

i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

k. *Grievances: list new grievances (e.g. allegations of SEA and SH) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*

i. Worker grievances;

ii. Community grievances.

l. *Traffic, road safety and vehicles/equipment:*

i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

m. Environmental mitigations and issues (what has been done):

i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;

ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

vii. details of tree plantings and other mitigations required undertaken in the reporting period;

viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

PART E – SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT PERFORMANCE DECLARATION FOR SUBCONTRACTORS

Particular Conditions of Contract

Part E – Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by IsDB for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ☐ (e) had been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another IsDB financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above)** *[attach details as appropriate]*.

_____

_____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION X – CONTRACT FORMS

PART A – PERFORMANCE SECURITY

PART B – CONTRACT AGREEMENT

PART C – ADVANCE PAYMENT AGREEMENT

PART A – PERFORMANCE SECURITY

PERFORMANCE SECURITY – DEMAND GUARANTEE

To: Council for Development and Reconstruction
Tallet El Serail
P.O. Box 11/3170
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No_____

According to the terms of contract, dated _____, for the _____, concluded between the Council for Development and Reconstruction

(hereafter called CDR) and

(hereafter called the Contractor),
the Contractor undertakes to produce a Bank Guarantee for good performance of the contract of _____ % of the value of the contract or the amount of _____.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Contractor as a primary obligator and not as a surety merely, to pay the CDR upon its first demand and without cavil or argument any amounts up to the maximum of_____, in the event according to the binding opinion of the CDR, the Contractor would fail to comply with his contractual obligations.

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

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

DATE:

SIGNATURE OF THE BANK

PART B – CONTRACT AGREEMENT

CONTRACT AGREEMENT

This Agreement made on the _____ day of , 202 ,

Between _____ (name of Employer)

of _____ (address of Employer)

(herein called "the Employer"), of the one part,

And _____ (name of Contractor)

of _____ (address of Contractor)

(herein called "the Contractor"), of the other part:

Whereas the Employer desires that the Works known as _____

(name of Contract)

should be designed, executed and operated by the Contractor and has accepted a Tender from the Contractor for the design, execution, completion and operation and maintenance of these Works, and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

(a) This Contract Agreement

(b) The Letter of Acceptance dated _____

(c) The Letter of Tender dated _____ , with all Addenda to the Tender Documents as Appendices

(d) The Particular Conditions Part A – Contract Data

(e) The Particular Conditions Part B – Special Provisions

(f) The Particular Conditions Part C – Fraud and Corruption

(g) The Particular Conditions Part D – Environmental and Social (ES) Metrics for Progress Reports

(h) The Particular Conditions Part E – Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

(i) The General and Particular Conditions of Contract (GC and PC) and Contract Forms

(j) The Employers Requirements, which include by order of precedence: a) General Requirements b) Performance Specifications c) Control of Performance Levels d) Operation and Maintenance Requirements e) General Technical Specifications (Civil and Building Works and Mechanical and Electrical Works) f) Particular Requirements for Sea Outfalls g) Tender Drawings h) Other Information

(k) The Schedules which include by order of precedence: a) Schedule of Guaranteed Performances, b) Technical Schedules c) Prices Schedules

(l) The Contractor's Tender Design included in the Bid

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute, complete, operate and maintain the Works and remedy any defects therein in conformity with the provisions of the Contract and the Operating Licence granted by the Employer.

4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution, completion, operation and maintenance of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract, and to grant the Contractor a royalty-free licence to enable him to operate and maintain the Works during the Operation Service Period.

In witness whereof the Parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed by: _____

(signature)

for and on behalf of the Employer in the presence of

Witness: _____

(signature)

Name: _____

Address: _____

Date:_____

Signed by: _____

(signature)

for and on behalf of the Employer in the presence of

Witness: _____

(signature)

Name: _____

Address: _____

Date:_____

PART C – ADVANCE PAYMENT AGREEMENT

ADVANCE PAYMENT GUARANTEE

To: Council for Development and Reconstruction
Tallet El Serail
P.O. Box 11/3170
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No__

According to the terms of contract, dated _____, for the _____, concluded between the Council for Development and Reconstruction

(hereafter called CDR) and _____,

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

We hereby unconditionally and irrevocably guarantee jointly and severally with the Contractor as a primary obligator and not as a surety merely, to pay the CDR upon its first demand and without cavil or argument any amounts up to the maximum of _____, in the event according to the binding opinion of the CDR, the Contractor would fail to comply with his contractual obligations.

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

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

DATE:

SIGNATURE OF THE BANK