

CONDITIONS OF CONTRACT

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APPENDIX 1: Safety, Health and Environmental Regulations

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CONTRACTUAL FORMS:

- Form of Agreement
- Form of Bank Guarantee for Good Performance
- Form of Bank Guarantee for Advance Payment

PREFACE

The Conditions of Contract comprise two parts:

Part I - General Conditions

Part II - Conditions of Particular Application (COPA)

1- PART I - GENERAL CONDITIONS

The Conditions of Contract, Part I- General Conditions, shall be those forming Part I of the "CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION", fourth edition 1987, reprinted 1992 with further amendments, published by the FÉDÉRATION INTERNATIONALE DES INGÉNIEURS-CONSEILS (FIDIC) P.O. Box 86, CH 1000 Lausanne 12, Switzerland. Part I is not included in the bidding documents and should be obtained from the above mentioned address. The Contractor is deemed to have full knowledge of the General Conditions.

2- PART II - CONDITIONS OF PARTICULAR APPLICATION – (COPA)

The General Conditions are amended and supplemented by the Conditions of Particular Application (COPA), Part II and appendices which follow. In the event of any conflict between the General Conditions, Part I, and the Conditions of Particular Application - Part II, the latter shall govern.

The modified clauses in this PART II represent project particular circumstances and requirements.

Clause numbers in PART II correspond to those in PART I, except for clauses with number higher than 72 for which are additional.

Definitions And Interpretation

1.1 Definitions

Insert the following definitions (as appropriate) to the definitions in Sub-Clause 1.1:

- (a) (i) The "Employer" is:
The Council for Development and Reconstruction (CDR)
Tallet El-Serail – Po Box 11-3170
Beirut Central District - Lebanon
- (a) (iv) The "Engineer" is:
As stated in the Appendix to Bid
- (a) (iv) is also amended by the addition of the following words after the word 'Conditions': "or any other competent person appointed by the Employer, and notified to the Contractor, to act in capacity of the Engineer, without requiring approval of the Contractor."
- (b) (v) is amended by the addition of the following words at the end:
"The word 'Tender' is synonymous with 'Bid', and the words 'Appendix to Tender' with 'Appendix to Bid' and the words 'Tender Documents' with 'Bidding Documents'."
- (e) (ii) The reference given to be changed to Sub-Clause 60.5.
- (iv) The reference given to be changed to Sub-Clause 60.13.

Engineer and Engineer's Representative

2.1 Engineer's Duties and Authority

Add the following to Sub- Clause 2.1(b):

The Engineer shall obtain the specific approval of the Employer before taking any of the following actions specified in Part I:

- (i) giving consent for the subcontracting of any part of the Works under Clause 4;
- (ii) notifying extension of time or additional cost which is determined under Clause 12;
- (iii) suspending the progress of the Work under Clause 40;
- (iv) determining an extension of time under Clause 44;
- (v) issuing taking over certificates in respect of the Works under Clause 48;
- (vi) issuing a variation under clause 51, except in an emergency situation, as reasonably determined by the Engineer;
- (vii) fixing rates or prices under Clause 52;
- (viii) determining of provisional sums under Clause 58;
- (ix) determining of additional or reduced cost under Clause 70.

Assignment and Subcontracting

4.1 Subcontracting

In paragraph two, covering exceptions for which Engineer's consent is not required:

Delete "(a) the provision of labour";

against (b), delete existing text, and replace with "the purchase of materials or Plant which are in accordance with the standards specified in the Contract, or"

against (c), delete existing text, and replace with "the purchase or the subcontracting of any part of the Works for which the manufacturer or supplier or the Subcontractor is named in the Contract."

Add (d), Maximum aggregate value of subcontracted works shall not exceed the percentage amount of the Contract Price specified in the Appendix to Bid.

4.3 Subcontracting Additional Requirements

Add the following new Sub-Clause 4.3:

"In addition to obtaining the Engineer's consent pursuant to Sub-Clause 4.1, the Contractor shall:

- a) notify the Engineer within 14 days of signing the Contract, and before commencing work on Site, of any parts of the Works he intends to subcontract for which approval of the Engineer is required under Sub-Clause 4.1. For each subcontract the following shall be provided:
 - (i) the name, address and telephone and fax numbers of the Subcontractor;
 - (ii) the nature and scope of the works to be subcontracted;
 - (iii) information on the Subcontractor's experience of similar works and details of the Subcontractor's site supervision, sources of labour and Equipment and financial capabilities, in sufficient detail to enable the Engineer to determine if the Subcontractor is able to undertake and complete the subcontract works within the time and to the standards required by the Contract;
 - (iv) the approximate value of the subcontract works based on the Contract prices;
 - (v) the percentage of (iv) above and the overall percentage of subcontracted works as a proportion of the Contract Price;
 - (vi) confirmation that the subcontract includes terms and conditions and all obligations and responsibilities contained in the Contract, in so far as these apply to the subcontract;
- b) notify the Engineer at least 21 days prior to the date that the Contractor requires approval from the Engineer, of any proposed change to the Subcontractors notified under (a) above and of any additional parts of the Works he intends to subcontract. Similar information to that listed under (a) above shall be given for each subcontract;
- c) include in his monthly reports to the Engineer, details of all subcontracts entered into, the names of the Subcontractors and the numbers of staff and labour for each Subcontractor on Site during the month;

- d) provide, if requested by the Engineer, copies of documents such as wage sheets and details of the names and employment references for site staff and labor, invoices for the supply of materials, etc;
- e) include conditions and requirements in subcontracts similar to those in the Contract regarding assignment and sub-subcontracting the whole or part of the subcontract works including requirements similar to those under (a) to (d) above. Any approval by the Contractor to a Subcontractor regarding such assignment or sub-subcontracting shall be subject to the prior approval of the Engineer."

Contract Documents

5.1 Language/s and Law

The language is English for this Contract.

- (a) The law is that in force in the Republic of Lebanon.

5.2 Priority of Contract Documents

Delete the documents listed 1- 6 and Substitute:

- (1) The form of Agreement;
- (2) The addendum(s) to Tender Documents (if any);
- (3) The Appendix to Bid
- (4) The Conditions of Particular Application (Part II);
- (5) The General Conditions of Contract (Part I);
- (6) The General Requirements and Preliminaries (if any);
- (7) The Specifications;
- (8) The Drawings;
- (9) The priced Bill of Quantities
- (10) The breakdown of Bill of Quantities prices
- (11) Any other document forming part of the Contract including the Contractor's Bid insofar as it is not covered by any of the foregoing;

6.1 Custody and Supply of Drawings and Documents

Add the following paragraph at the end of Sub-Clause 6.1:

"The Employer without any obligation will make available, at his premises, all drawings, maps and investigation data relating to the works that are available with the Employer at the time of request by the Contractor. Provision of drawings, maps and investigation data that are not available from the Employer, will be the responsibility of the Contractor at his own expense."

6.3 Disruption of Progress

Insert after the words "drawing or instruction" the words "or approval"

6.4 Delays and Cost of Delay of Drawings

Insert after the words "drawing or instruction" the words "or approval".

6.5Failure by Contractor to Submit Drawings

Insert after the words "drawings or instructions" the words "or approvals".

7.2 Permanent Works Designed by the Contractor

Add the following at the end of paragraph a.

“At least 30 days prior to commencement of work on any section, the Contractor shall submit his proposed Permanent Work Design to the Engineer for approval. For each section of the works, construction shall not commence before receipt of approval from the Engineer for the relevant Permanent Work Design.”

7.4 As-Built Drawings

Add the following Sub-Clause 7.4:

"The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact "as-built" locations, sizes and details of the work as executed, with cross-references to relevant specifications, schedules of particulars and data sheets. These records shall be stored electronically using computer aided design (CAD) and Geographic Information System (GIS) software which is compatible with the systems used by the Employer and Engineer. Copies of all records shall be kept on the Site for the purpose of preparing and updating the "as-built" documents and drawings. The Contractor shall obtain the consent of the Engineer as to the size, the referencing system, and other pertinent details of the as-built drawings. Three hard copies and one soft copy completed within a period of 4 weeks following the completion of Works or Section shall be submitted to the Engineer's approval. The Works or Section shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until the relevant as-built drawings have been submitted to and approved by the Engineer."

General Obligations

8.1 Contractor's General Responsibilities

Add the following paragraph at the end of Sub- Clause 8.1:

"The Works as completed by the Contractor shall be wholly in accordance with the Contract, as defined therein. The Works shall include any work which is necessary to satisfy the Specification, Schedules, Bills of Quantities or is implied by the Contract. The Contractor shall be responsible for all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of the Works. The Contractor shall, before commencement of works, review the Contract Documents and complete them and shall inform the Engineer of any discrepancy found in the documents or missing work item necessary for the completion of the Works to the required standards. Failure to inform the Engineer will result in the obligation of the Contractor to complete these works at his own expense.

The whole of the construction materials, plant and labour to be provided by the Contractor and the manner and speed of performance of the Works shall be consistent with the terms of the Contract."

10.1 Performance Security

Delete Sub-Clause 10.1 and Substitute by the following:

"The Contractor shall provide security for his proper performance of the Contract to the Employer within 10 days after the Contract notification. The Performance Security shall be in the form of a bank guarantee in accordance with the specimen attached hereto. The amount of the bank guarantee shall be 10% of the Contract price. The guarantee shall be payable on the Employer's first demand and issued by a bank located in Lebanon or by a foreign bank

through its correspondent bank located in Lebanon. The Performance Security shall be denominated in the currency in which the Contract Price is payable. When providing such security to the Employer, the Contractor shall notify the Engineer of so doing.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as result of a variation amounting to more than 15 percent of the original Contract Price, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security by an equal percentage."

The performance security of a Joint Venture shall be in the name of the Joint Venture. "

10.2 Period of Validity of Performance Security

Delete Sub-Clause 10.2 and Substitute by the following:

"This Guarantee is valid until (*insert date*) or 28days after the date of issue of the Defects Liability Certificate whichever comes later."

10.3 Claims under Performance Security

Delete Sub-Clause 10.3.

10.4 Cost of Performance Security

Add the following new Sub-Clause 10.4:

"The cost of complying with the requirements of this Clause shall be borne by the Contractor."

11.1 Inspection of Site

Delete Sub-Clause 11.1 and Substitute by the following:

"If available the Employer shall have made accessible to the Contractor, before submission by the Contractor of the Tender, such data on hydrological and sub-surface conditions made available to and obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof. The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Bid, as to:

- a) the form and nature thereof, including the sub-surface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- d) the means of access to the site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his bid."
- e) Traffic conditions and traffic diversion requirements, if applicable.

11.2 Access to Data

Add the following new Sub-Clause

"Whenever data is made available by the Employer in accordance with Sub-Clause 11.1 it shall be deemed to include data listed elsewhere in the Contract as open for inspection at Employer's offices or at the Engineer's premises."

12.2 Not Foreseeable Physical Obstructions and Conditions

Add the following paragraph at end of Sub-Clause 12.2

"No costs shall be payable to the Contractor that are associated with any extension of time determined under this Sub-Clause.

Since the Contractor has to investigate and identify utilities and since this research is within his obligations, the following will not be considered as unforeseeable physical obstructions or conditions:

- (a) any existing utility from whatsoever kind within the Works area, either acknowledged by the Contractor prior to the start of the Works or not,
- (b) the nature of the soil in any part or section of the Works and
- (c) any required partitioning of the Works and temporary usage of incomplete parts or sections of the Works. Such requirement being issued either by the Engineer or by the local authorities."

14.1 Programme to be Submitted

Add the following at the end of Sub-Clause 14.1:

"The Contractor shall submit for approval by the Engineer three (3) hard copies of the programme of works (work schedule) and one soft copy in an approved format within 21 days after the date of the Contract notification. There shall be no excuse for not submitting the baseline and the monthly updated schedules on time and within the required criteria. If the Contractor does not submit the work programme on time and within the required criteria the Engineer may withhold the amount stated in the Appendix to Bid from the next payment certificate and continue to withhold this amount until the payment following the date on which the overdue work programme has been submitted in an approved format".

14.2 Revised Programme

Add the following at the end of Sub-Clause 14.2:

"The Revised programme shall be submitted for approval by the Engineer within 14 days of a request by the Engineer. The Engineer may request the revised programme at any time and for any reason that he sees fit. If the Contractor does not submit the revised programme on time and within the required criteria the Engineer may withhold the amount stated in the Appendix to Bid from the next payment certificate and continue to withhold this amount until the payment following the date on which the overdue revised programme has been submitted in an approved format".

14.3 Cash Flow Estimate to be Submitted

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

"The detailed Cash Flow Estimate shall be submitted for approval by the Engineer within 21 days after the date of the Contract notification in a format and a level of detail approved by the Engineer. A revised cash flow estimate shall be submitted for approval by the Engineer within 14 days from the date requested by the Engineer."

14.5 Report of Delays

Add the following new Sub-Clause 14.5:

"The contractor shall promptly report in writing to the Engineer the occurrence of any event or condition that might delay or prevent completion of the works in accordance with the programme and indicate steps being taken to meet the situation."

14.6 Form and Detail of Programme

Add the following new Sub-Clause 14.6:

"The programme referred to in Sub-Clauses 14.1 and 14.2 shall indicate all the activities of the Contract in their correct sequence and order with a minimum detail at the Bill Of Quantities level, and shall be based on a precedence network diagram using the Critical Path Method (CPM). The programme shall also be resource loaded (manpower, material and equipment) and cost loaded. This programme shall be the basis for monitoring the progress or otherwise of the works and will be considered as the "Baseline Schedule". The programme shall be computerized and prepared using a professional project management software package approved by the Engineer. This baseline schedule shall be regularly updated and submitted to the Engineer on a regular basis within the first week of every month for the preceding month."

14.7 Progress Reports to be Submitted

Add the following new Sub-Clause 14.7:

The Contractor shall submit to the Engineer reports on the Works progress, including a description of the Contractor's Manpower, Materials and Equipments on Site, in such form and details and at such intervals as the Engineer shall prescribe.

15.2 Language Ability of Contractor's Representative

Add the following new Sub-Clause 15.2:

"If the Contractor's authorized representative is not, in the opinion of the Engineer, fluent in English, the Contractor shall have available on site at all times a competent interpreter to ensure the proper transmission of instruction and information."

16.3 Language Ability of Superintending Staff

Add the following new Sub-Clause 16.3:

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

17.1 Setting-Out

Add the following after the last paragraph of Sub-Clause 17.1:

"The Contractor shall inform the Engineer sufficiently in advance, not less than 48 hours before, of his intention to set out or give levels for any part of the Works so that timely arrangements may be made for checking or issuing instructions.

The drawings, lines and levels in the original Bidding Documents shall be treated as baseline information and the Contractor shall, without any additional cost and time be responsible for verifications, surveys, preparation of revised drawings and obtaining approval of the Engineer before the starts the works.

The Contractor shall also be responsible for the verification of the survey control points, benchmarks and such other information provided to him, and any errors or delays in the works caused by the Contractor's failure to verify the accuracy for such data will not be an acceptable cause for extension of time and additional cost to the Employer."

19.1 Safety, Security and Protection of the Environment

Add the following to Sub-Clause 19.1:

- "(d) the Contractor shall protect the Works during inclement weather and shall use all reasonable means to proceed with performance of the Works during such weather and to prevent or minimize delays resulting there from,
- (e) use reasonable efforts to keep the Site and the Works clear of unnecessary obstruction so as to avoid danger to persons and provide fencing, lighting, guarding and watching of the works until Completion and taking over,
- (f) the Contractor shall comply with specific Safety, Health and Environmental requirements as issued by the Employer; see Sub-Clause 79.1."

20.4 Employer's Risks

Delete Sub-Clause 20.4 and Substitute by the following:

"The Employer's risks are:

- a) insofar as they directly affect the execution of the Works in the country where the Permanent Works are to be executed :
 - i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - ii) rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iii) ionizing radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
 - v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the works;
- b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent works, except as may be provided for in the Contract;

- c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced Contractor :
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures :
 - Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - Insure against such loss or damage."

21.1 Insurance of Works and Contractor's Equipment

Add the following words at the end of sub-paragraph (a) and immediately before the last word of subparagraph (b) of Sub-Clause 21.1:

"it being understood that such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred,"

21.2 Scope of Cover

Amend subparagraph (a) of Sub-Clause 21.2 by deleting the words "... from the start of work at the Site ..." and by the substitution therefore the words "from the first working day after the Commencement Date".

Add the following as Sub-Clause (c) under Sub-Clause 21.2:

(c) it shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

21.4 Exclusions

Delete Sub-Clause 21.4 and Substitute by the following:

There shall be no obligation for the insurance in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paragraphs (a) (i) to (iv) of the Conditions of Particular Application, but shall include for all other Employer risks.

25.1 Evidence and Terms of Insurances

Delete Sub-Clause 25.1 and Substitute by the following:

All insurances required by the Contract shall be effected with insurers approved by the Employer and the terms of all insurance policies shall be approved by the Employer. Before commencing work on Site, the Contractor shall provide evidence to the Employer that the insurances have been effected and, not later than 30 days from the Commencement Date, the Contractor shall provide copies of the policies to the Employer and shall notify the Engineer accordingly.

25.5 Source of Insurance

Add the following new Sub-Clause 25.5:

“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.”

30.2 Transport of Contractor's Equipment or Temporary Works

Retitle sub-Clause 30.2 as: 30.2 Transport of Materials, Plant, Contractor's Equipment or Temporary Works

Add the words "Materials and Plant" before the phrase " Contractor's Equipment or Temporary Works" in the 4th line.

30.3 Transport of Materials or Plant

Delete this Sub-Clause entirely and Substitute by the following:

The Contractor shall bear responsibility for damages that he may inflict on road facilities pursuant to Clause 30.1 of these Conditions, and for the immediate rectification of any such damages.

31.2 Facilities for Other Contractors

Delete Sub-Clause 31.2 and Substitute by the following:

The Contractor shall, if so instructed by the Engineer or if specified in the Contract, provide any of the following services for the Employer's workmen or any such other contractor or authority carrying out work on or near the Site:

- a) use of road or tracks which the Contractor is responsible to maintain
- b) use of the Contractor's Temporary Works or Equipment
- c) use of any other services instructed by the Engineer

The Engineer shall determine the amount of addition (if any) to the Contract Price in respect of such services in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.

The Engineer in determining any additional cost pursuant to this clause will take into consideration wherever the said services provided by the Contractor in accordance with its provisions or the facilities made available in this regard are services or facilities already provided for in the Contract and shall not carry additional costs to the Employer.

33.2 Disposal of Contractor's Equipment, etc

Add new Sub-Clause 33.2 as follows:

If the Contractor fails to remove any Contractor's Equipment, surplus material and Temporary Works pursuant to Sub-clause 33.1 within such reasonable time after completion of the Works as may be allowed by the Engineer then the Employer may:

- (a) sell any which are the property of the Contractor, and
- (b) return any which are not the property of the Contractor to the owner thereof at the Contractor's expense.

After deducting from any proceeds of sale the costs of and expenses in connection with such sale and return, the Employer shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such costs and expenses, the excess shall be a debt due from the Contractor to the Employer and shall be deductible or recoverable by the Employer from any monies due or that may become due to the Contractor under the Contract or may be recovered by the Employer from the Contractor as a debt due.

33.3 Engineer's or Employer's Temporary Facilities

Add new Sub-Clause 33.3 as follows:

The Contractor shall maintain on Site until the end of the Defects Liability Period or for such shorter period as may be instructed by the Engineer, all temporary facilities provided for the Engineer or the Employer's staff and all facilities and equipment reasonably required by the Engineer for inspection or testing of the Works during the Defects Liability Period.

Labour

Add the following new Sub-Clauses 34.2 to 34.17:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favorable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of the Employer or the Engineer.

34.4 Repatriation of Labour

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

34.5 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labor, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cook house, fire prevention and fire fighting equipment, air conditioning, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camp/housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer.

34.6 Measures Against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats, and other pests and reduce the dangers to health and the general nuisance caused by the same. If necessary, the Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria, and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the site. Such treatment shall be carried out at least once a year or as instructed by the Engineer. The Contractor shall warn his staff and labour of the dangers of local hazards.

34.7 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.

34.8 Burial of the Dead

The Contractor shall make any necessary arrangements for the transport, to any place required for burial, of any of his expatriate employees or members of their families who may die in Lebanon. The Contractor shall also be responsible for making any arrangements with regard to burial of any of his local employees who may die while engaged upon the works.

34.9 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve the peace and to protect persons and property in the neighborhood of the Works against such conduct.

34.10 Visas, Residence and Work Permits Etc.

The Contractor shall obtain all visas, residence permits, work permits and other permissions required for the employment of expatriate personnel. The Employer will provide assistance in obtaining such visas and permits but without thereby incurring any liability towards the Contractor.

34.11 Identification of Labour

All staff and labour on the Site shall be provided with identification as follows:

- (a) identification badges incorporating the name and the photograph of the person and the name of the direct employer (Contractor, Subcontractor, etc.).
- (b) hard hats with the name of the direct employer.

34.12 Accidents

The Contractor shall have in his staff on Site an officer dealing with questions regarding the safety and protection against accidents of all staff and labor. In the event of an accident, the Contractor shall immediately inform the engineer and shall give a full written report of the accident to the engineer. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents. The name and qualification of this safety officer shall be submitted to the Engineer within 14 days of the notice of commencement of works.

34.13 Health and Safety

Due precautions shall be taken by the Contractor to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and stores, sick bay and suitable ambulance service are available at the camps, housing and on the Site at all times throughout the period of the Contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.14 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious or other customs.

34.15 Labour Laws

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

34.16 Supply of Water

The Contractor shall provide on the Site an adequate supply of drinking and other water for the use of his staff and labour.

34.17 Alcoholic Liquor or Drugs

The Contractor shall not sell or give to any person nor allow the importation on to the Site or to any accommodation provided for his labor, of alcoholic liquor or narcotic drugs.

36.4 Costs of Tests Not Provided For

Add the words "those stated in the Contract or" before the words "the Site" in the 2nd line of sub-paragraph (c).

Commencement and Delays

41.1 Commencement of Works

Add the following words "but not exceeding 30 days" after the words "as soon as is reasonably possible"

Replace "the Engineer" in the second line by "the Employer".

42.1 Possession of Site and Access Thereto

Replace "the Engineer's notice to commence" in paragraph (b) with "Employer's notice to commence".

Add a final paragraph as follows:

"The Contractor shall not commence work on any Section or site unless he has given 14 days' written notice to the Engineer of his intention to do so, and the work on the site in question is shown on the latest programme consented to in accordance with Sub-Clause 14.1 at the appropriate date. Before commencing any work the Contractor shall have agreed with the

Engineer any survey of original ground levels and other records of existing works which may be required by the Engineer for measurement and as-built records."

42.2 Failure to Give Possession

Delete paragraph (b).

44.1 Extension of Time for Completion

Add the following paragraph at the end of Sub-Clause 44.1:

"In determining any extension of the Time for Completion under this Sub-Clause, the Engineer shall be entitled to take into account the effect of work omitted by any order issued by him pursuant to Sub-Clause 51.1 but he shall have no power to reduce the Time for Completion stated in the Appendix to Bid."

Notwithstanding any provisions to the contrary elsewhere in these conditions, there shall be no costs to be paid to the Contractor in respect of any extension of time granted to the Contractor

47.1 Liquidated Damages for Delay

Add the phrase "except for any monies payable pursuant to Sub-Clause 47.3" after the words "such default" in line 6.

Add the following at the end of Sub-Clause 47.1:

The liquidated damages shall be payable in the currencies and proportions in which the Contract Price is payable.

47.3 Costs of Supervision Resulting from Delays

Add new Sub-Clause 47.3 as follows:

"In addition to the damages stipulated in Sub-Clause 47.1, the Contractor shall be obliged to bear the additional cost for the Engineer during the period of delays, If the delay exceeds 20% of the programmed Contract Period, submitted by the Contractor in accordance with sub-clause 14.1, and results from an action or omission by the Contractor as determined by the Engineer. This additional cost for the Engineer shall be calculated on the basis of the Engineer's remuneration from the Employer for his services on the Contract and as follows:

- (a) if the delay is determined to be solely due to the Contractor's actions or inaction, then the Contractor shall bear 50% of the Engineer's supervision fees for the period exceeding 20% of the Contract Period as defined in Sub- Clause 47.3.
- (b) if the delay is determined to be due to both the Contractor's and Engineer's actions or inaction, then the Contractor shall bear 25% of the Engineer's supervision fees for the period exceeding 20% of the Contract Period as defined in Sub- Clause 47.3.

48.1 Taking Over Certificate

Add the following paragraph at the end of Sub-Clause 48.1:

"Provided that, in any case, no Taking Over Certificate shall be issued or shall be deemed to have been issued until the Contractor has provided to the Engineer:

(a) operation and maintenance manuals required under the Contract in respect of the Works or Section, and

(b) the as-built drawings and final measurements for the Works or Section.

Notwithstanding any provisions to the contrary elsewhere in this Clause, the Employer shall issue or authorize the Engineer on his behalf to issue the Taking-Over Certificate for the whole of the Works, and for sections or parts of the Works."

48.2 Taking-Over of Sections or Parts

Add the following paragraphs at the end of Sub-Clause 48.2:

"Notwithstanding the foregoing, no Taking- Over Certificate shall be issued until all work including plants, civil, electrical, mechanical and rehabilitation works within a section have been substantially completed and all damage to public or particular properties has been substantially repaired.

The Contractor shall take into consideration that putting new services and utilities into operation during construction and opening of new roads or sections of constructed roads to traffic during construction shall not constitute a case for Taking-Over of sections or parts under Sub- Clauses 48.2(b) and 48.2(c) unless provided for elsewhere under the Contract."

Defects Liability

49.1 Defects Liability Period

Add the following paragraph at the end of Sub-Clause 49.1:

"The Defects Liability Period for this Contract is mentioned in the Appendix to Bid. However, with respect to defects appearing after the interconnection of two or more sections which have been taken over separately, the Contractor's responsibility shall remain to exist for all interconnected sections until the latest of the defects Liability Periods have expired".

49.2 Completion of Outstanding Work and Remedying Defects

Delete Sub-Clause 49.2 and Substitute the following:

To the intent that the Works shall, at or as soon practicable after the issue of the Taking-Over Certificate and prior to the expiration of the Defects Liability Period, be delivered to the Employer in the Condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

- a) attend to and complete and/or correct all work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, but in any event within 28 days of the date of issue of such Taking-Over Certificate and,
- b) execute all such work of amendment or reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, whether during or within 14 days of the expiration of the relevant Defects Liability Period, as a result of inspections made by or behalf of the Engineer prior to its expiration, instruct the Contractor to execute. The Contractor shall attend to execute all such work as soon as practicable, but in any event within 14 days of the date of receipt of such instructions.

Provided that at all times due regard shall be taken by the Contractor to occupancy, operational and utilization requirements of the Taken-Over Works, and reasonable arrangements be made for access to enable execution and completion of all such work and

remedying all such defects within the times prescribed or other times as may be agreed giving regard to occupancy, operation and utilization.

49.5 Extension of Defects Liability

Add the following new Sub-Clause 49.5:

"The provisions of this Clause shall apply to all replacements or renewals of Plant carried out by the Contractor to remedy defects and damages as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the works cannot be used by reason of a defect or damage. If only part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond 3 years from the date of taking over.

When progress in respect of plant has been suspended under Clause 40, the Contractor's obligations under this Clause shall not apply to any defects occurring more than 2 Years after the Time for Completion established on the date of the Letter of Acceptance".

Alterations, Additions and Omissions

51.1 Variations

Delete Sub clause 51.1 (b) and substitute by the following:

(b) omit any such work without payment to the Contractor of any monetary compensation, including but not limited to loss of profit and overhead recovery on the omitted works..

51.2 Instruction for Variations

Delete Sub clause 51.2 and substitute by the following:

"The Contractor shall not make any such variation without an instruction of the Engineer. The Contractor shall proceed with the varied work immediately upon receipt of an instruction to that effect from the Engineer, regardless of whether or not an agreement on price has been reached."

52.1 Valuation of Variations

Add the following paragraphs at the end of Sub- Clause 52.1:

"For the purpose of evaluating and agreeing suitable rates or prices as prescribed under Sub-Clause 52.1 and this Sub-Clause 52.2, the Contractor shall, whenever so requested by the Engineer, submit to the Engineer a complete, substantiated build up of his proposed rates and/or prices in such detail and format required by the Engineer, allocated to component costs of 'labour', 'materials', 'plant', 'equipment', 'other charges' and 'overhead and profit'. If the Contract rates and prices cannot be used as a basis for valuation due to the absence of comparable items in the Contract, the Contractor shall submit to the Engineer a complete substantiated build up of the rate and/or prices in such detail and format required by the Engineer including the direct cost of labour, materials, plant, equipment and other charges and overhead and profit."

52.2 Power of Engineer to Fix Rates

Add the following paragraph at the end of first paragraph of Sub-Clause 52.2:

"Provided further that no change in the unit rates or prices for any item contained in the Contract shall be considered unless the final quantity of the work done increases by more than 25% from the quantity set out in the Bill of Quantities for the particular item and the change exceeds an amount of more than 2% of the Contract Price. Rate adjustment shall be applicable only to quantities in excess of 25% over the original quantity entered in the Bill of Quantities for any applicable item. Rate adjustment is applicable in case of variation order or re-measurement of quantities."

Add the following at the end of Sub-Clause 52.2:

"Where the Contract provides for the payment of the Contract Price in more than one currency, the amount or proportion payable in each of the applicable currencies shall be specified when the rates or prices are agreed, fixed, or determined as stated above, it being understood that in specifying these amounts or proportions the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the actual or expected currencies of cost (and the proportions thereof) of the inputs of the varied work without regard to the proportions of various currencies specified in the Appendix to Bid for payment of the Contract Price".

52.3 Variation Exceeds 15 percent

Replace '15 percent' with '25 percent' wherever it occurs in this Clause.

Add the following at the end of Sub-Clause 52.3:

"The effect on the final Contract Price due to remeasurement shall not be considered within the 25% addition or omission referenced in Sub-Clause 52.3.

Where the Contract provides for the payment of the Contract Price in more than one currency, the amount or proportion payable in each of the applicable currencies shall be specified when such further sum is agreed or determined, it being understood that in specifying these amounts or proportions the Contractor and the Engineer (or, failing agreement, the Engineer) shall take into account the currencies (and the proportions thereof) in which the Contractor's Site and general overhead cost of the Contract were incurred without being bound by the proportions of various currencies specified in the Appendix to Bid for payment of the Contract Price".

Procedure for Claims

53.1 Notice of Claims

Add the following at the end of the paragraph:

"If the Contractor fails to give notice of claim within such period of 28 days, then the contractor shall not be entitled to additional payment, the time period shall not be extended and the Employer shall be discharged from all liability in connection with the claim.

The Contractor shall also submit other notices which are required by the Contract and any particulars and contemporary records supporting the claim, all as relevant to such event or circumstance.

53.4 Failure to Comply

Delete Sub clause 53.4 and substitute by the following:

If the Contractor fails to comply with any of the provisions in this Clause in respect of any claim which he seeks to make, he shall not be entitled to any additional payment.

Notwithstanding any other provision of the Contract, including without limitation the provisions of Sub-Clause 6.14 of the Conditions of Contract, if the Contractor fails to comply with any of the provisions of the Contract, including without limitation the provisions of Sub-Clauses 6.4, 44.1, 44.2, 44.3, 53.1, 53.2 and/or 53.3 of the Conditions of Contract, in respect of any act, event or omission of whatever nature which in the opinion of the Contractor should result in an increase in the Contract Price and/or an extension of the Time for Completion, such failure shall constitute on the part of the Contractor a definitive and irrevocable waiver of, and release of the Engineer and the Employer from, any and all claims arising from any such act, event or omission and the Contractor shall be irrevocably stopped from raising any claims arising from any such act, event or omission thereafter.

Contractor's Equipment, Temporary Works and Materials

54.3 Customs Clearance

Delete Sub-Clause 54.3 and substitute by the following:

The Contractor shall be solely responsible for obtaining clearance through customs for Contractor's Equipment, materials etc. imported for the Works.

54.9 Temporary Facilities and Services for The Engineer

Add the following new Sub-Clause 54.9:

"If the Contractor fails to provide and maintain any of the Temporary Works and services required for the use of the Engineer's Representative and his staff and for the use of the employer's Representative if applicable, then the Employer shall after serving a notice to the Contractor specifying this default be entitled to provide and maintain such Temporary Works and services and shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor."

Measurement

56.1 Work to be Measured

Add the following at the end of Sub-Clause 56.1:

"For the purpose of ascertaining and determining the value of the Works as stated in this Clause, the Measurement of the Works as executed and associated As-Built Drawings shall be carried out by the Contractor progressively and timely, and submitted to the Engineer for his approval".

57.1 Method of Measurement

Delete Sub-Clause 57.1 and Substitute by the following:

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

57.2 Breakdown of Lump Sum Items

Retitle Sub-Clause 57.2 as "Breakdown of Lump Sum Items and Unit Rates"

Delete the text of Sub-Clause 57.2 and Substitute with the following:

For the purposes of statements, under Sub-Clause 60.1, the Contractor shall submit with his Bid the following information concerning the Contract Price:

- (a) a breakdown of all lump sums included in the bid;
- (b) a breakdown of all unit rates and prices contained in the priced Bill of Quantities, showing the costs of labour, materials, plant, equipment and other charges;

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

Certificates and Payment

Delete Sub-Clauses 60.1 to 60.10 and Substitute with the following Sub-Clauses 60.1 to 60.14.

60.1 Monthly Statements

The Contractor shall submit a statement in 2 copies to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed:

- a) the estimated Contract value of the Temporary and Permanent Works executed up to the end of the month in question, determined in accordance with Sub-Clause 56.1, at the unit rates and prices included in the Contract;
- b) the actual value certified for payment for the Temporary and Permanent Works executed up to the end of the previous month, at the unit rates and prices included in the Contract;
- c) the estimated Contract value at the unit rates and prices included in the Contract of the Temporary and Permanent Works for the month in question obtained by deducting (b) from (a);
- d) the value of any variations executed up to the month in question, less the amount certified in the previous Interim Payment Certificate, expressed in the relevant amounts of foreign and local currencies, pursuant to Clause 52;
- e) any amount to be withheld under:
 - (i) the retention provision of Sub-Clause 60.5, determined by applying the percentage set forth in Sub-Clause 60.5 and,
 - (ii) the suspension and payment deduction provisions of Sub-Clause 79.1 Safety, Health and Environmental Regulations;
 - (iii) the withholding provisions of Sub-Clauses 14.1 and 14.2;
- f) any amount to be deducted as repayment of the Advance Payment under the provision of Sub-Clause 60.7.
- g) Subject to the Conditions of Contract and to item (h) of this sub-clause, any other sum expressed in the applicable currency or currencies to which the Contractor may be entitled to under the Contract.

- h) The Employer's financial procedures require that overrun in quantities of Bill of Quantities and items with new rates or for extra payment, be processed in the form of comparative schedules of quantities and approved by the Employer prior to inclusion for payment in the interim certificates.

60.2 Monthly Payments

The Contractor's statements shall be approved or amended by the Engineer in such a way that in his opinion, it reflects the amounts due to the Contractor in accordance with the Contract, after deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Employer. In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail.

Within 28 days of receipt of the monthly statement referred to in Sub-Clause 60.1, the Engineer shall determine the amounts due to the Contractor and shall issue to the Employer and the Contractor a certificate herein called "Interim Payment Certificate", certifying the amounts to the Contractor.

Provided that the Engineer shall not be bound to certify any payment under this sub-clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the Appendix to Tender. However, in such case, the unpaid certificate amount will be added to the next interim payment, and the cumulative unpaid certified amount will be compared to the minimum amount of interim payment.

Payment items of TEMPORARY WORKS AND SERVICES if listed in the Bill of Quantities shall be paid as well be certified by the Engineer taking regard to the initial running and closing out components of these works and shall also be progress related to the execution of the permanent works.

Notwithstanding the terms of this Clause or any clause of the Contract, no amount will be certified by the Engineer for payment until the performance security has been provided by the Contractor and approved by the Employer.

60.3 Materials and Plant

This Contract is not subject for payment of materials brought by the Contractor and stored on the Site for incorporation in the Permanent Works. The Contractor shall be deemed to have included for this procedure in his unit rates and Contract Price.

60.4 Place of Payment

Payments to the Contractor by the Employer shall be made in the currencies in which the Contract Price is payable, into a bank account or accounts nominated by the Contractor.

60.5 Retention Money

A retention amounting to the percentage stipulated in the Appendix to Bid of the amounts due in each currency, determined in accordance with the procedure set out in Sub-Clause 60.1(e) shall be made on all payments under this Contract, except the advance payment. If no, or no other, percentage is mentioned in the Appendix to Bid, the percentage of the retention shall be 10%.

60.6 Payment of Retention Money

Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money shall be certified by the Engineer for payment to the Contractor.

Upon the issue of a Taking-Over Certificate with respect to a Section or part of the permanent works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the permanent works, will be certified by the Engineer for payment to the Contractor.

Upon the expiration of the Defects Liability Period for the Works the other half of the Retention money shall be certified by the Engineer for payment to the Contractor, provided that, in the event of different Defects Liability Periods being applicable to different sections or Parts of the Permanent works pursuant to Clause 48, the expression "expiration of the Defects Liability period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods.

Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

60.7 Advance Payment

Unless agreed otherwise in the Contract Agreement, the Employer will make an interest-free Advance Payment to the Contractor in an amount stated in the Appendix to Bid. The advance payment shall be used exclusively towards site mobilization, launching of works, material purchase at an early stage of the project, for the purpose of limiting the contractor burden related to price variation. Payment of such advance amount will be due under separate certification by the Engineer after (a) execution of the Contract Agreement thereto; (b) provision by the Contractor of the performance security in accordance with Sub Clause 10.1; (c) provision by the Contractor, of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment; and (d) issuance of a notice of commencement of Works by the Employer. Such bank guarantee shall remain effective until the advance payment has been repaid pursuant to the paragraph below, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in interim Payment Certificates issued in accordance with this Clause.

The Advance Payment shall be repaid through percentage deductions at a rate stated in the Appendix to bid from the interim payments certified by the Engineer in accordance with this clause until such time the advance payment has been fully repaid; always provided that the advance payment shall be completely repaid prior to the time when 80 percent of the Contract Price has been certified for payment.

60.8 Time of Payment and Interest

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this clause, or to any other term of the Contract, shall, subject to clause 47, be paid by the Employer to the Contractor within 60 days after the Contractor's monthly statement certified by the Engineer has been received by the Employer, in the case of the final Certificate pursuant to Sub-Clause 60.13 within 84 days after the agreed and certified Final Statement by the Engineer and written discharge have been received by the Employer. In the event of the failure of the Employer to make payments within the time stated, then the Employer shall pay to the contractor simple annual interest at the rate stated in the Appendix to Form of Bid.

The Contractor shall not be entitled to compound interest under any circumstances.

60.9 Correction of Certificates

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.10 Statement at Completion

Not later than 56 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer a draft Statement at Completion fully substantiated with supporting documents showing in detail, as approved by the Engineer, and subject to all supporting final measurement to have been previously prepared and submitted by the Contractor to the Engineer in accordance with the Contract:

- (a) The final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- (b) Any further sums which the Contractor considers to be due, and
- (c) An estimate of amounts which the Contractor considers will become due to him under the Contract. Such estimated amounts, fully substantiated, in detail as approved by the Engineer, shall be shown separately in such Statement at Completion. Claims and new rates that have not been previously duly notified and particularised by the Contractor under the Contract, although may be listed, shall be processed separately by the Contractor under the applicable Clauses of the Contract and shall not be due for any certification by the Engineer within the Interim Certificate that may be issued in respect of the Statement at Completion

The Statement at Completion shall thus be Contractor's total statement for all sums he considers to be his entitlement under the Contract excepting the second portion of the Retention money and other works that may arise as may be instructed during the Defects Liability Period.

If the Engineer disagrees with or cannot verify any part of the draft Statement at Completion the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the Statement as may be agreed between them. The Contractor shall then prepare and submit to the Engineer a revised Statement at Completion as agreed (for the purposes of these Conditions referred to as the Statement at Completion)

If following discussions between the Engineer and the Contractor and any changes to the draft Statement at Completion which may be agreed between them, it becomes evident that a non-conformity or a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft Statement at Completion which are not in dispute or not in non-conformity. The non-conformity or dispute shall then be settled in accordance with Clause 53 or Clause 67 respectively. The Statement at Completion shall then be agreed upon settlement of the non-conformity or/and the dispute as the case may be.

60.11 Final Statement

Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub Clause 62.1, the Contractor shall submit to the Engineer for consideration a draft Final Statement with supporting documents showing in detail, in the form approved by the Engineer:

- (a) The value of all work done in accordance with the Contract and all sums due to the Contractor under the Contract as shall have been agreed in the Statement at Completion, and
- (b) the second portion of the Retention Money due, and
- (c) any other sums that are considered due during the Defects Liability Period for further works instructed by the Engineer during such period.

The Engineer shall attend to the draft Final Certificate in the manner prescribed under Sub-Clause 60.10 for the Certificate at Completion and in this regard for the purpose of these conditions the revised Statement submitted by the Contractor as agreed shall be referred to as the "Final Statement".

60.12 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause 60.13 has been made and the Performance Security referred to Sub-Clause 10.1 has been returned to the Contractor.

60.13 Final Payment Certificate

Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a final Certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

60.14 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or execution of the Works unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters arising after the date of the Taking Over Certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 60.10.

62.1 Defects Liability Certificate

Delete Sub-clause 62.1 and substitute by the following:

After the expiration of the Defects Liability Period of the whole of the Works, or if different defects liability periods shall become applicable to different sections or parts of the Permanent Works for which the Contractor formally notified its request(s) for inspection and verification that the Contractor has discharged all its obligations with respect to such parts or sections, the expiration of the latest such period, and as soon thereafter as any works instructed pursuant to Clauses 49 and 50, have been completed to the satisfaction of the Engineer, the Contractor may give a notice to that effect to the Engineer with a copy to the Employer. Such notice shall be deemed to be a request by the Contractor to the Engineer and the Employer to issue a Defects Liability Certificate (Final Taking-Over). The Employer after due recommendation by the Engineer shall within 60 days issue or authorize the Engineer to issue on his behalf a Defects Liability Certificate for the whole of the Works. The Defects Liability Certificate shall be a condition precedent to the payment to the Contractor of the second portion of the Retention Money in accordance to the Conditions set out in Sub-Clause 60.6.

Remedies

63.5 Assignment and Subcontracting, Additional Remedies

Add the following new Sub-Clause 63.5:

"Without prejudice to the remedies under Sub-Clause 63.1 or any other Clause in the Contract, if the Contractor assigns or subcontracts the whole or any part of the Works in contravention of Sub-Clauses 3.1 or 4.1 or if a Subcontractor assigns or subcontracts the whole or part of the subcontracts works in contravention of Sub-Clause 4.3(e), the Engineer may, subject to the prior consent of the Employer, take action in respect of either or both of the following:

- (a) instruct the Contractor to dismiss and remove immediately, or within such other time as may be specified in the instruction, the Subcontractor, or the sub-Subcontractor from the Site;
- (b) deduct, as penalty from moneys otherwise due to the Contractor, up to 15% of the value of the works assigned, subcontracted or sub-subcontracted, based on the Contract Price, as estimated by the Engineer.

If there is insufficient money due to the Contractor to cover the deduction referred to in Sub-Clause 63.5 (b), the Employer shall have the right to call on the Contractor's performance security in order to recover the said moneys.

The Contractor shall not be entitled to any extension of time for completion under Sub-Clause 44.1 arising out of any delay caused by the dismissal and removal of the Subcontractor or sub-Subcontractor from the Site."

Special Risks

65.2 Special Risks

Delete Sub-Clause 65.2 (a) and Substitute by the following:

- (a) "The Special Risks are the risk defined under paragraph (a), sub-paragraphs (i) to (v) of Sub-Clause 20.4."

Settlement of Disputes

Delete Sub-Clauses 67.1, 67.2, 67.3, and 67.4 and Substitute with the following:

67.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same be revised, as hereinafter provided, in a Amicable Settlement or litigation.

If the Employer or the Contractor are dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the eighty-fourth day after the day on which he received the reference, then either the Employer or the Contractor may commence Amicable Settlement.

67.2 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

67.3 Jurisdiction

Any dispute between the Parties which cannot be settled amicably, shall be submitted to the courts of proper jurisdiction in the Republic of Lebanon.

Notices

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause the respective addresses are:

- (a) Employer's address:
The Council for Development and Reconstruction (CDR)
Tallet El-Serail – Po Box 11-3170
Beirut Central District – Lebanon

- (b) Engineer's address:
As stated in the Appendix to Form of Bid

Default of Employer

69.1 Default of Employer

Delete Sub-Clause 69.1 (a).

Delete Sub-Clause 69.1 (d).

69.4 Contractor's Entitlement to Suspend the Work

Delete Sub-clause 69.4 and Substitute by the following:

The Contractor may, if the Employer fails to pay the amount due under any certificate of the Engineer within 60 days after the expiry of the time stated in Sub-Clause 60.8 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 60 days prior notice to the Employer, with a copy to the Engineer, reduce the rate of work in a manner that the Contractor shall clearly specify and reflect in a revised programme of work, showing the rate of work to be reduced and intended reduction in resources, fully documented and submitted for the Engineer's verification.

69.5 Resumption of Work

Delete Sub-clause 69.5 and Substitute by the following:

Where the Contractor reduces the rate of work, having given notice in accordance with Sub-Clause 69.4, and the Employer subsequently pays the amount due or part of the amount due in any form of payment, the Contractor shall resume normal working as soon as reasonably possible but in any case not exceeding 30 days from such payment.

Changes in Cost and Legislation

70.1 Increase or Decrease of Cost (Price Adjustment)

Delete Sub-Clause 70.1 and Substitute by the following:

"The amounts payable to the Contractor pursuant to Sub-Clause 60.1, shall be adjustable only in respect of rise or fall in cost for the following items:

	Description	Equation
A	Reinforcement Steel	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Lmc_1 / Lmc_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of completed steel reinforcement works
B	Excavation , BackFilling, and Aggregate base and sub-base courses	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.25 * F_1 / F_0 + 0.10 * Eqp_1 / Eqp_0 * E_1 / E_0 + 0.50\}$
C	Concrete Works	$P_1 = P_0 * \{0.45 * C_1 / C_0 + 0.15 * L_1 / L_0 + 0.10 * F_1 / F_0 + 0.30\}$ Applicable to the cost of concrete excluding the steel reinforcement price
D	Industrial Steel, steel beams and Air conditioning Ducts	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Lmb_1 / Lmb_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of Industrial Steel, steel beams and Air conditioning Ducts installed including Labor and workmanship.
E	Copper	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Cf_1 / Cf_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of copper installed including Labor and workmanship.
F -1	Aluminum Works including glass	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.10 * Ver_1 / Ver_0 * E_1 / E_0 + 0.60 * Alu_1 / Alu_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of Aluminum Works including glass installed including Labor and workmanship.
F-2	Aluminum Works excluding glass	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Alu_1 / Alu_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of Aluminum Works excluding glass installed including Labor and workmanship.
G	Ductile Iron Pipes	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Tf_1 / Tf_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of installed pipes
H	Steel Pipes	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Ta_1 / Ta_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of installed pipes
I	Pumps, Air Compressors, Hydraulic systems	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * Pu_1 / Pu_0 * E_1 / E_0 + 0.15\}$ Applicable to the cost of installed pumps
J	GRP Pipes	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.14 * Rt_1 / Rt_0 * Yn_1 / Yn_0 + 0.28 * Gf_1 / Gf_0 * Yn_1 / Yn_0 + 0.43\}$ Applicable to the cost of installed pipes

K	Polyethylene Pipes	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * E_1 / E_0 * Y_{n1} / Y_{n0} + 0.15\}$ Applicable to the cost of installed pipes
L	Bituminous Binder and Wearing Course prime and tack coat	$P_1 = P_0 * \{0.15 + 0.15 * L_1 / L_0 + 0.45 * [(1.12 * B_1 + 66) / (1.12 * B_0 + 66)] + 0.25 * F_1 / F_0\}$ when contract price is in USD
M	Electrical Works related to Buildings and similar	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.55 * C_{f1} / C_{f0} * E_1 / E_0 + 0.15 * L_{ma1} / L_{ma0} * E_1 / E_0 + 0.15\}$ Applicable to the cost of Electrical works completed and not supplied
N	Wood Works	$P_1 = P_0 * \{0.15 * L_1 / L_0 + 0.70 * B_{o1} / B_{o0} * E_1 / E_0 + 0.15\}$ Applicable to the cost of Wood Works installed including Labor and workmanship.

Where:

Alu_0 = “Aluminium Brut” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.

Alu_1 = Weighted Average (Moyenne Pondérée) for “Aluminium Brut” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.

B_0 = Average price for “Bitumine 3.5 Pct” in American \$ as per Platts Bulletin for the Calendar month in which the bid opening took place.

B_1 = Weighted Average (Moyenne Pondérée) for “Bitumine 3.5 Pct” Average Price in American \$ as per Platts Bulletin during the period of executed works included in the monthly statement.

Bo_0 = “BT18a – Menuiserie bois et sa quincaillerie intérieure y compris ” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.

Bo_1 = Weighted Average (Moyenne Pondérée) for “BT18a – Menuiserie bois et sa quincaillerie intérieure y compris” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.

C_0 = Cement (Ciment en Vrac) ton Price as issued by the Cementeries on bid opening day.

C_1 = Weighted Average (Moyenne Pondérée) for the Cement (Ciment en Vrac) ton Price as issued by the Cementeries during the period of executed works included in the monthly statement.

Cf_0 = “Fils en cuivre ou alliage” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.

- Cf_1 = Weighted Average (Moyenne Pondérée) for “Fils en cuivre ou alliage” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- E_0 = Closing exchange rate for the Euro vs the contract currency as per the bulletin published by the Central Bank of Lebanon on bid opening date.
- E_1 = Weighted Average (Moyenne Pondérée) closing exchange rate for the Euro vs the contract currency as per the bulletin published by the Central Bank of Lebanon, during the period of executed works included in the monthly statement.
- Eqp_0 = Average for both “Machines agricoles françaises exportées” and “Véhicules utilitaires” Indices as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Eqp_1 = Weighted Average (Moyenne Pondérée) for “Machines agricoles françaises exportées” and “Véhicules utilitaires” Indices as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Et_0 = “Polyethylene (high density)” index as issued by Bank of Japan, Research and Statistics Department for the Calendar month in which the bid opening took place.
- Et_1 = Weighted Average (Moyenne Pondérée) for “Polyethylene (high density)” index as issued by Bank of Japan, Research and Statistics Department during the period of executed works included in the monthly statement.
- F_0 = Gaz Oil (Mazout) Market Price as issued by the Ministry of Industry on bid opening day.
- F_1 = Weighted Average (Moyenne Pondérée) Gaz Oil (Mazout) Market Price as issued by the Ministry of Industry during the period of executed works included in the monthly statement.
- Gf_0 = “Glass fiber and Glass Fiber Products” index as issued by Bank of Japan, Research and Statistics Department for the Calendar month in which the bid opening took place.
- Gf_1 = Weighted Average (Moyenne Pondérée) for “Glass fiber and Glass Fiber Products” index as issued by Bank of Japan, Research and Statistics Department during the period of executed works included in the monthly statement.
- L_0 = Minimum monthly wage excluding any additional benefits i.e transportation, etc..., on bid opening day.
- L_1 = Weighted Average (Moyenne Pondérée) monthly wage excluding any additional benefits i.e transportation, etc ..., for the Calendar month during the period of executed works included in the monthly statement.
- Lma_0 = “Fils en aciers non alliés de qualité” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Lma_1 = Weighted Average (Moyenne Pondérée) for “Fils en aciers non alliés de qualité” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Lmb_0 = “Petites barres rondes en aciers non alliés de qualité” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.

- Lmb_1 = Weighted Average (Moyenne Pondérée) for “Petites barres rondes en aciers non alliés de qualité” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Lmc_0 = “Barres Crénelées ou nervurés pour béton armé” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Lmc_1 = Weighted Average (Moyenne Pondérée) for “Barres Crénelées ou nervurés pour béton armé” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- P_0 = Price as shown in the Original Bill of Quantities
- P_1 = Adopted Price for contractor reimbursement.
- Pu_0 = “Pompes, compresseurs et systèmes hydrauliques exportés” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Pu_1 = Weighted Average (Moyenne Pondérée) for “Pompes, compresseurs et systèmes hydrauliques exportés” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Rt_0 = “Thermosetting resins” index as issued Bank of Japan, Research and Statistics Department for the Calendar month in which the bid opening took place.
- Rt_1 = Weighted Average (Moyenne Pondérée) for “Thermosetting resins” index as issued by Bank of Japan, Research and Statistics Department during the period of executed works included in the monthly statement.
- Ta_0 = “Tubes en acier et accessoires” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Ta_1 = Weighted Average (Moyenne Pondérée) for “Tubes en acier et accessoires” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Tf_0 = “Pièces de fonderie en fonte” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Tf_1 = Weighted Average (Moyenne Pondérée) for “Pièces de fonderie en fonte” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Ver_0 = “Verre et articles en verre” index as issued by the french establishment INSEE for the Calendar month in which the bid opening took place.
- Ver_1 = Weighted Average (Moyenne Pondérée) for “Verre et articles en verre” index as issued by the french establishment INSEE during the period of executed works included in the monthly statement.
- Yn_0 = Closing exchange rate for the Yen vs the contract currency as per the bulletin published by the Central Bank of Lebanon on bid opening date.
- Yn_1 = Weighted Average (Moyenne Pondérée) closing exchange rate for the Yen vs the contract currency as per the bulletin published by the Central Bank of Lebanon, during the period of executed works included in the monthly statement.

Construction items listed in the preamble of the BOQ are subject to price adjustment. In case a construction item includes more than one material/trade subject to price adjustment, then this item is subject to adjustment using the corresponding formulas for the major materials and applied to their respective shares in the unit price of this item.

Unit Price adjustment will be calculated up to five decimal places.

The price adjustment formulae shall apply on the monthly payment certificates and the cumulative increases "A" that occurred (or the cumulative decreases "B" that occurred) and shall be calculated on the value of the works in the successive monthly payment certificates, according to the following:

- a) a price adjustment formula shall apply only if the amount of the cumulative increase (or the cumulative decrease) of an adjusted Contract price exceeds 3% of the original contract amount "C".
- b) when $A > 0.03C$, indemnities for the increase of prices equivalent to $A - 0.03C$ shall be paid to the Contractor in the successive monthly payment certificates.
- c) when $B > 0.03C$, an amount equivalent to $B - 0.03C$ shall be deducted from the Contractor's monthly payment certificates, due to the decrease of prices.
- d) the Employer has the right to recover any increase paid to the Contractor if the cumulative increase of an adjusted Contract price falls below 3% of the original contract amount; also the Employer has the obligation to return to the Contractor any deduction already applied on the monthly payment certificates, if the decrease falls below 3% of the original contract amount.

70.2 Subsequent Legislation

Delete Sub-Clause 70.2 and Substitute by the following:

" If, after the day 28 (twenty eight) days prior to the latest date for submission of tenders for the Contract, there occur in Lebanon changes to any Law, Decree or Decision of the Council of Ministers which causes additional or reduced cost to the Contractor, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Contractor and approval of the Employer , be added to or deducted from the Contractor Price.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clause 70.1."

Currency and Rates of Exchange

72.2 Currency Proportions

Delete Sub-Clause 72.2.

72.3 Currencies of Payment for Provisional Sums

Delete the words "Sub-Clauses 72.1 and 72.2" from the 4th line and Substitute the words "Sub-Clause 60.4".

72.4 Substantial Changes in Currency Requirements

Add the following new Sub-Clause 72.4:

"The foreign and local currency portions of the balance of the Contract Price if applicable to this contract shall be amended by agreement between the Employer and the Contractor to reflect any substantial changes in the expected foreign and local currency requirements of the Contractor during execution of the works provided that

- (a) the Contractor shall inform the Employer and the Engineer whenever any such substantial change may occur; or
- (b) the Engineer may recommend a review of such expected requirement if in his judgment there is evidence of a change in the country of origin of materials, Plant, or services to be provided under the Contract which should result in any substantial change of such expected requirements."

Additional Clauses Taxes, Duties and Shares

Add the following new Sub-Clauses: 73.1, 73.2, 73.3, 73.4, 74.1, 75.1, 76.1, 77.1, 78.1, 79.1.

73.1 Foreign Taxation

The prices bid by the Contractor shall be deemed to include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, materials, and supplies to be used in or furnished under the Contract, and on the services performed under the Contract.

73.2 Local Taxation

The Prices bid by the Contractor shall include all taxes and duties except the VAT that may be levied in accordance with the laws and regulations in force as of the 28 days prior to the latest date set for submission of Bids, in the Republic of Lebanon on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Lebanon in respect of the Contract. VAT shall be applicable separately according to Appendix 2.

73.3 Income Tax on Staff

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

73.4 Duties on Contractor's Equipment

Notwithstanding the provisions of Sub-Clause 73.2, the 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 customs authorities at the port of entry an approved export bond or bank guarantee, valid until the time completion of the Contract 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 that the Contractor's Equipment is not exported from the Employer's country on completion of the Contract. A copy of the bond or 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 and spare parts, or upon 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 parts 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 law. Import duties and taxes shall be due and payable to 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 be exported; and (b) on the initial imported value of that Contractor's Equipment and spare parts remaining in the Employer's 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.

Miscellaneous

74.1 Illegal Payments

If the Contractor, or any of his Subcontractors, agents or servants gives or offers to give to any person any payment, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or forbearing to show favor or disfavor to any person in relation to the Contract or to any other contract with the Employer, then the Employer may enter upon the Site and the Works and expel the Contractor and the provisions of Clause 63 hereof shall apply as if such entry and expulsion has been made pursuant to that Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate this Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination the Contractor

- (a) shall proceed as provided in Sub-Clause 65.7; and
- (b) shall be paid by the Employer as provided in Sub-Clause 65.8.

76.1 Restrictions on Eligibility

- (a) Any Plant, materials, or services which will be incorporated in or required for the Works, as well as the Contractor's Equipment and other supplies, shall have their origin in any of the countries and territories eligible under the Lebanese Law and the funding agency guidelines.
- (b) For the Purpose of this clause, "origin" means the place where the materials and equipment were mined, grown, produced, or manufactured, or from which the services are provided.
- (c) The origin of Goods and services is distinct from the nationality of the Supplier.

77.1 Joint Venture And Several Liability

If the Contractor is a joint venture of two or more persons all such persons shall be jointly and severally bound to the Employer for the fulfillment of the terms of the Contract and shall designate one person to act as leader with authority to bind the joint venture. The composition or constitution of the joint venture shall not be altered without the consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purposes of the Contract the same shall be referred to the Employer whose determination shall be final.

79.1 Safety, Health and Environmental Regulations

The Contractor shall comply with the requirements of CDR Safety, Health and Environmental Regulations. The regulations and requirements and specific measures and actions available to the Employer and the Engineer, including suspension of the Works or part of the Works and payment deductions set out in Clause 3 of these Regulations, in the event of non-compliance by the Contractor are included in Appendix 1 to these Conditions of Particular Application.