Specific Procurement Notice
Template
Request for Bids
Small Works

(One-Envelope Bidding Process)

Country: Lebanon

Name of Project: Lebanon Emergency Assistance Project (LEAP)

Contract Title: Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun, South Lebanon

Loan No.: 9841 - LB

RFB Reference No.: LEAP-SW-Hospitals

1. The Republic of Lebanon (hereinafter called "Borrower") has received financing from the World Bank toward the cost of the Lebanon Emergency Assistance Project (LEAP), and intends to apply part of the proceeds toward payments under the contract for "Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun, South Lebanon". For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

2. The Council for Development and Reconstruction (CDR) now invites sealed Bids from eligible Bidders for the Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun, South Lebanon, consisting of the rehabilitation of four governmental hospitals damaged during the conflict, comprising general requirements, civil and architectural works including furnishings, mechanical engineering services and electrical engineering services, including the civil, mechanical and electrical works of the PET-CT unit at Tebnine Governmental Hospital.

3. Bidding will be conducted through National competitive procurement using a Request for Bids (RFB) as specified in the World Bank's **"Procurement Regulations for IPF Borrowers - Sixth Edition, February 2025"**, and is open to all Bidders as defined in the Procurement Regulations.

4. Interested eligible Bidders may obtain further information from the **Council for Development and Reconstruction** and inspect the bidding documents at the address given below from 9:00 to 15:00 hours (Beirut local time) from Monday till Friday.

5. The bidding document in **English** may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **One Hundred fresh US Dollars (US$ 100)**. The method of payment will be in cash (fresh USD). The document is to be picked up by a person duly authorized by the applicant. The cash is collected by the Tenders Department at CDR, and a receipt is issued to the person purchasing the bidding document at the time of payment.

6. Bids must be delivered to the address below at or before 12:00 noon Beirut Local Time on **----------**. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below at 12:00 noon Beirut Local Time on **----------**.

7. All Bids must be accompanied by a Bid Security of Thirty Thousand fresh US Dollars (US$ 30,000).

8. All Bids must be accompanied by a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration.

9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

10. A Pre-Bid Meeting (Physical Presence) will be held on----------at ------ A.M Beirut Local Time,

    Place: Council for Development and Reconstruction (CDR)
    Tallet Al Serail, Beirut Central District (BCD)
    First Floor
    CDR Board Meeting Room

11. The address referred to above is:

    Council for Development and Reconstruction (CDR)
    Tenders Department
    Tallet El-Serail, Room No. 1166
    Beirut - Lebanon
    Telephone: +961 1 981431/2 - Facsimile: +961 1 981255
    Web site address: www.cdr.gov.lb

Request for Bids
Small Works
(One-Envelope Bidding Process)

Procurement of:
Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun, South Lebanon

RFB No: LEAP-SW-Hospitals

Project: Lebanon Emergency Assistance Project (LEAP)

Employer: The Council for Development and Reconstruction (CDR)

Country: Lebanon

Issued on: October 2026

This document has been prepared by CDR and is based on the Standard Procurement Document (SPD), Request for Bids (RFBs), Small Works, (One-Envelope Bidding Process), For Projects with Project Concept Notes (PCN) Decision Notes dated after October 1, 2018, that has been prepared by the World Bank, March 2021.

Standard Procurement Document

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PART 1 – Bidding Procedures

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.

1.2 Throughout this bidding document:

(a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;

(b) if the context so requires, **"singular"** means **"plural"** and vice versa;

(c) **"Day"** means calendar day, unless otherwise specified as **"Business Day".** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;

(d) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) **"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;

(f) **"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;

(g) **"Contractor's Personnel"** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and

(h) **"Employer's personnel"** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a bid b (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly

and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under

Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption, and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) **Letter of Bid** prepared in accordance with ITB 12;

(b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;

(c) Bid Security **or Bid-Securing Declaration**, in accordance with ITB 19.1;

(d) Alternative **Bid**, if permissible, in accordance with ITB 13;

(e) Authorization**:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(f) Bidder's **Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;

(g) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

(h) Conformity: a technical proposal in accordance with ITB 16;

(i) any other document required **in the BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed

by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of **evaluating** different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer **technical** alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity **Schedule** or Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer

when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.

14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the **prices** quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, **or** for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices[1] and the total Bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) **of** the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable[2], in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

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1 In lump sum contracts, delete "rates and prices and the."

2 For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the **Letter** of Bid, included in Section IV, Bidding Forms.

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic **Bidders**, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended **date** if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional **circumstances**, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

(a) in the case of **fixed price** contracts, the Contract price shall be the Bid **price** adjusted by the factor specified **in the BDS;**

(a) in the case of **adjustable** price contracts, no adjustment shall be made; or

(b) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration **or** a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an **unconditional** guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an **irrevocable** letter of credit;

(c) a **cashier's** or certified check; or

(d) another **security** specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive

Bid Security or Bid-**Securing** Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the **Performance** Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. and if required in the BDS, the Environmental and Social (ES) Performance Security.

19.7 The Bid **Security** may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.

19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that **submits** the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and;

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,

the Borrower may**,** if provided for **in the BDS,** declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS,** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include **proprietary** information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of **the** Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any interlineations, **erasures**, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and

(b) in an envelope marked "COPIES", all required copies of the Bid; and

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

(i) in an envelope marked "ORIGINAL - ALTERNATIVE BID", the alternative Bid; and

(ii) in the enveloped marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids **electronically**. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified **in the BDS.**

22.2 The Employer may, at its discretion, extend the deadline for the **submission** of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid **received** by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized **representative**, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in

addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION"; and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned **unopened** to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between **the** deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the **presence** of Bidders' designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the **envelope** with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the **corresponding** Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid

Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.

25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid **opening** shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (**except** for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a **record** of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the Bid Price, per lot (contract) if applicable, including any discounts;

(c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and

(d) any alternative Bids.

25.9 The Bidders' **representatives** who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not **officially** concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract **award** decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any **Bidder** for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a

Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the **evaluation** of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

29. Determination of Responsiveness

29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding **document** without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a Bid is not substantially responsive to the requirements of the bidding document, **it** shall be rejected by the Employer and may not

subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonmaterial Nonconformities

30.1 Provided that a **Bid** is substantially responsive, the Employer may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only **to** reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is **substantially** responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.

33. Margin of Preference

33.1 Unless otherwise specified **in the BDS,** a margin of preference for domestic Bidders[3] shall not apply.

34. Subcontractors

34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts

34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.

34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

35.2 To evaluate a Bid, the Employer shall consider the following:

[3] An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[4] for admeasurement contracts, but including Daywork[5] items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;

(e) price adjustment for nonconformities in accordance with ITB 30.3; and

(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the

[4] In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

[5] Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

38. Unbalanced or Front Loaded Bids

38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid priceas with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.

38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

(a) accept the Bid; or

(b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or

(c) reject the Bid.

39. Qualification of the Bidder

39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

39.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

40. Most Advantageous Bid

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. Notification of Award

45.1 Prior to the expiration of the Bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

46. Debriefing by the Employer

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

48. Performance Security

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Adjudicator

49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

50. Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The number of the Invitation for Bids is: LEAP-SW-Hospitals The Employer is: Council for Development and Reconstruction The reference number of the Request for Bids (RFB) is: LEAP-SW-Hospitals The name of the RFB is: "Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun, South Lebanon"
ITB 1.2 (a)	Electronic Procurement System is Not Applicable.
ITB 2.1	The Borrower is: **The Republic of Lebanon represented by the Council for Development and Reconstruction.** Loan or Financing Agreement amount: **250MUSD** The name of the Project is **Lebanon Emergency Assistance Project**
ITB 4.1	Joint Ventures are permitted. The maximum number of members in a Joint Venture shall be three (3). All members of a Joint Venture shall be jointly and severally liable for the execution of the Contract, and the Joint Venture shall nominate a representative with authority to conduct all business for and on behalf of all members during the bidding process and, in the event the Joint Venture is awarded the Contract, during Contract execution.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
	B. Contents of Bidding Document
ITB 7.1	For **Clarification of Bid purposes** only, the Employer's address is: Attention: **President of CDR** Address: **Council for Development and Reconstruction (CDR)** **Tallet Al Serail, Beirut Central District (BCD)** **Legal Affairs Division** **Tenders Department** Floor/ Room number*:* **Not Applicable** City: **Beirut**

	ZIP Code: **Not Applicable** Country: **Lebanon** Telephone: **+961-1-980096** Facsimile number: **+961-1-981255** Electronic mail address: tenders@cdr.gov.lb [CDR to confirm the mailbox to be used for this RFB] Web page: ***https://www.cdr.gov.lb***
ITB 7.1 and ITB 7.5	Requests for clarification shall be received by the Employer no later than five (5) working days prior to the deadline for submission of Bids. Requests may be submitted by hand, by mail, or by electronic mail to the address and the electronic mail address specified under ITB 7.1 above. The Employer shall respond in writing no later than two (2) working days prior to the deadline for submission of Bids. The response, including a description of the enquiry but without identifying its source, shall be sent by electronic mail to all Bidders that have purchased the bidding document and shall be published on the Employer's web page and on the electronic central platform of the Public Procurement Authority.
ITB 7.1	Web page : ***www.cdr.gov.lb***
ITB 7.4	**A Pre-Bid Meeting (Physical Presence) will be held on [insert date: dd/mm/2026] at 11:00 hours Beirut local time. [CDR to insert the date on issuance of the RFB]** **Place: Council for Development and Reconstruction (CDR)** **Tallet Al Serail, Beirut Central District (BCD)** **First Floor** **CDR Board Meeting Room** **A site visit conducted by the Employer "shall not be" organized.** , however the potential bidders are encouraged to arrange for their own site visit before submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is ***English***. All correspondence exchange shall be in ***English*** Language for translation of supporting documents and printed literature is ***English.*** Supporting documents and printed literature furnished by the tenderer may be in ***Arabic, French*** **or** ***English***. Else it shall be accompanied by a certified translation into the language of the bid.
ITB 11.1 (b)	The following schedules shall be submitted with the Bid: **Mobilization Schedule**

	Construction Schedule
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents in its bid. - Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business; - Receipt for purchase of the bid documents; - (Lebanese Contractors only) Certificate of quittance issued by the National Social Security Fund. Its validity extending beyond the bid opening date; - (Lebanese Contractors only) Certificate of quittance from the Lebanese Order of Public Works and Buildings Contractors. Its validity extending beyond the bid opening date; - (Lebanese Contractors only) Certificate from the Order of Engineers: every Engineer, whether he is a Contractor or an Engineer employed by a company or establishment classified on the basis of his employment thereby, shall enclose in his Bid a certificate confirming his membership to any one of the two Orders of Engineers in Lebanon for the year in which the Bid is submitted; - (Lebanese Contractors only) Certificate of Registration of the Company issued by the Ministry of Finance; - Information regarding any current litigation on which the bidder is involved. - Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price; - Certificate indicating the permanent address of the Bidder; - The Bidding Documents signed and stamped by the bidder; - Any addenda issued pursuant to ITB 8 of the Instructions to Bidders and/or any minutes of Pre-bid meeting issued pursuant to ITB 7.4, signed and stamped by the bidder; - **Code of Conduct for Contractor's Personnel (ES):** The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may

	introduce additional requirements, including as necessary to take into account specific Contract issues/risks; - **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks:** The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: • Traffic Management Plan to ensure safety of local communities from construction traffic; • Hospital Operations Continuity and Infection Prevention and Control Plan, setting out the phasing of the Works, the segregation of work areas from clinical areas, the control of dust, noise and vibration, and the temporary arrangements to maintain medical services, utilities and emergency access while areas are out of service, agreed in advance with the Ministry of Public Health and the administration of each hospital; • Hazardous Materials and Waste Management Plan covering asbestos-containing materials, lead sheet offcuts from the PET-CT radiation shielding, healthcare waste encountered in the work areas, and construction and demolition waste; • Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; • Strategy for obtaining Consents/Permits prior to the start of relevant works such as EIA/ESMP for opening a quarry or borrow pit, permits for works within public roads, and any permits required for the transport and disposal of demolition waste and hazardous materials; • Prevention of Gender based violence (GBV) more specifically and sexual exploitation and abuse (SEA) induced by labor influx and relevant mitigation measures. • Occupational Health & Safety manuals.
ITB 12.1	According to Lebanese law 324/2024 a stamp duty of 1,000,000 Lebanese Pounds must be paid for Public Tenders. The Letter of Bid shall be completed, filled, stamped (Stamp 1,000,000 Lebanese Pounds) and signed.
ITB 13.1	Alternative Bids ***shall not be*** considered.
ITB 13.2	Alternative times for completion ***shall not be*** permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable.
ITB 14.5	The prices quoted by the Bidder ***"shall not be"*** subject to adjustment during the performance of the Contract.
ADD ITB 14.9	**Add the following ITB 14.9:** According to the law 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017 and CDR's requirements (refer to Appendix 2 of the Conditions

	of Contract), and since the Contract is 100% foreign funded, the Contract Price shall not include VAT. The VAT shall not be applicable under this Contract.
ADD ITB 14.10	Add the following ITB 14.10: Provisional Sums and any contingency allowance included in the Bill of Quantities are fixed by the Employer. The Bidder shall carry them forward into its Bid at the amounts stated by the Employer and shall not alter them; a Bid that alters a Provisional Sum shall be corrected in accordance with ITB 31. In accordance with ITB 35.2 (a), Provisional Sums and the provision for contingencies are excluded from the Bid price used for the comparison of Bids, so that they confer no advantage or disadvantage on any Bidder. A Provisional Sum shall be expended, in whole or in part, only on the written instruction of the Project Manager, and any unexpended balance shall be deducted from the Contract Price at final account. The Project Manager shall record the expenditure of each Provisional Sum in the monthly payment certificates, and the Employer shall not rely on the Contractor's own statement of unexpended balances.
ITB 15.1	Considering that in Lebanon the United States Dollars is used normally in the transactions similarly to the Lebanese Pound, the unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities entirely in the United States Dollars (US $),
ITB 18.1	The Bid validity period shall be **90** days after deadline for Bid submission.
ITB 18.3 (a)	If the award is delayed by more than fifty-six (56) days beyond the expiry of the Bid validity period specified in ITB 18.1, the Contract Price **shall be adjusted by a rate of 4% per annum.**
ITB 19.1	A Bid Security ***"shall be"*** required. A Bid-Securing Declaration ***"shall not be"*** required. The amount and currency of the Bid Security shall be Thirty Thousand fresh US Dollars (US$ 30,000) or equivalent amounts in a freely convertible currency. The Bid Security shall be an unconditional Bank Guarantee issued from a Lebanese bank or a foreign bank through its correspondent in Lebanon. The Bid Security shall be in strict conformance with the form included in Section IV – Bidding Forms of this Tender Document. Any alternate form/text would result in the rejection of the bid.
ITB 19.3 (d)	Other types of acceptable securities: N/A.
ITB 19.9	N/A.
ITB 20.1	In addition to the original of the Bid, the number of copies is**: One hard copy.**
ITB 20.3	The original Bill of Quantities of the Bid shall be filled in, only, in handwriting, otherwise the Bid will be rejected.

	The written confirmation of authorization to sign on behalf of the Bidder shall consist of **a power of attorney signed by the legally authorized representative/owner acting on behalf of the bidder.** Power of Attorney for Firm's Representative: The representative of the moral person that will be declared successful bidder has the necessary prerogatives to carry out any legal proceeding or measure in connection with the tender, and that said representative shall submit for this purpose an official document proving that he is the holder of such prerogatives, namely when the act is of disposal nature such as to waive, to release, to cash, to disclaim and to acknowledge, provided that said document is not older than three months from the date of the tender submission.
ITB 21.2	The outer envelope shall not bear the bidder's name and address, but only the name of the project and shall be marked "Do Not Open before the Tender Opening Session".
D. Submission and Opening of Bids	
ITB 22.1	For **Bid submission purposes** only, the Employer's address is: Attention: **President of CDR** Address: **Council for Development and Reconstruction (CDR)** **Tallet El Serail, Beirut Central District** **Legal Affairs Division** **Tenders Department**
	Floor: **Ground Floor** City: **Beirut** ZIP/Postal Code: **Not Applicable** Country: **Lebanon** **The deadline for Bid submission is:** Date: **As stated in the Specific Procurement Notice unless extended pursuant to ITB 8.3.** Time: **12 o'clock noon Beirut local Time** Bidders shall not have the option of submitting their Bids electronically.
ITB 25.1	The Bid opening shall take place at: Address: Council for Development and Reconstruction (CDR) Tallet El Serail, Beirut Central District Legal Affairs Division Tenders Department

	Floor: Ground Floor City: Beirut ZIP/Postal Code: Not Applicable Country: Lebanon Date: **As stated in the Specific Procurement Notice unless extended pursuant to ITB 8.3.** Time: 12 o'clock noon Beirut local Time
ITB 25.6	The Letter of Bid and Priced Bill Of Quantities shall be initialed by all representatives of the Purchaser conducting Bid opening and shall be numbered.
E. Evaluation and Comparison of Bids	
ITB 32.1	Not applicable as according ITB the bids shall be in USD
ITB 33.1	A margin of domestic preference ***shall not*** apply.
ITB 34.1	At this time the Employer ***does not intend*** to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 34.2	N/A
ITB 34.3	Contractor's proposed subcontracting: Maximum percentage of total subcontracting works permitted is: *30% of the total contract amount.* Bidders planning to subcontract any volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) shall meet the qualification criteria.
ITB 42	Standstill period is not applicable.
F. Award of Contract	
ITB 47.1	The successful Bidder ***shall*** submit the Beneficial Ownership Disclosure Form.
ADD ITB 47.3	The successful Bidder shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: "Partnership Limited by Shares (Société en Commandite par action)" (شركة توصية مساهمة) or "Stock Companies" (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document shall

	be submitted before signing the Contract by the awarded Bidder, if applicable.
ADD ITB 47.4	The successful Bidder shall submit a signed and stamped declaration, in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.
ITB 48.1 and 48.2	**Amend ITB 48.1 to read as follows:** Within ten (10) days of the date of the Letter of Acceptance, the successful Bidder shall furnish to the Employer a Performance Security. The Standard Form of Performance Security acceptable to the Employer shall be unconditional "Bank Guarantee" issued by a bank located in Lebanon or a foreign bank through a corresponding bank in Lebanon in the form and wording of the Performance Security in Section X. Refer to Section IX – Particular Conditions of Contract, GCC 54.1, for the required amount of the Performance Security.
ITB 49	The Employer proposes the following person to be appointed as Adjudicator under the Contract: Name: [insert name and professional address] [CDR to nominate before issuance of the RFB] Hourly fee: [insert amount] US Dollars, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder shall so state in its Bid. If, in the Letter of Acceptance, the Employer does not agree on the Adjudicator proposed by the Bidder, the Employer will request the Appointing Authority designated in PCC Clause 23.1, being the Lebanese Arbitration Center at the Chamber of Commerce, Industry and Agriculture of Beirut and Mount Lebanon (CCIAB), to appoint the Adjudicator pursuant to GCC Clause 23.1.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a bidder wishes to make a Procurement-related Complaint, the bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: Mohammad Ali Kabbani **Title/position**: President of CDR **Client**: Council for Development and Reconstruction **Email address***: Not Applicable* **Fax number**: +961-1-981252

	A copy of the complaint can be sent for the Bank's information and monitoring to: **pprocurementcomplaints@worldbank.org** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Bids; **2.** the Client's decision to exclude a bidder from the procurement process prior to the award of contract; and **3.** the Client's decision to award the contract.

Section III - Evaluation and Qualification Criteria

Wherever a Bidder is required to state a monetary amount, Bidders shall indicate the USD equivalent using the rate of exchange determined as follows:

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

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1. Margin of Preference (Not Applicable)

2. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

2.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

2.2 Multiple Contracts (Not Applicable)

2.3 Alternative Completion Times (Not Applicable)

2.4 Sustainable procurement (Not Applicable)

2.5 Alternative Technical Solutions for specified parts of Works (Not Applicable)

2.6 Specialized Subcontractors (Not Applicable)

3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Partner	At least one Partner	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	**Bank Eligibility**	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	**State-owned enterprise or institution of the Borrower country**	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	**United Nations resolution or Borrower's country law**	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Partner	At least one Partner	
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[1] did not occur as a result of contractor default since 1st January ***2016***.	Must meet requirement[1 & 2]	N/A	Must meet requirement	N/A	Form CON-2
2.2	**Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer**	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.3	**Pending Litigation**	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder[2] since 1st January *2016.*	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

[1] Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

[2] The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Partner	At least one Partner	
2.5	**Declaration: Environmental and Social (ES) past performance**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years.[3]	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Must make the declaration	N/A	Form CON-3 ES Performance Declaration
2.6	**Bank's SEA and/or SH Disqualification**	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)				Letter of Bid, Form CON-4

[3] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Partner	At least one Partner	
3. Financial Situation and Performance							
3.1	**Financial Capabilities**	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement				
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last *five* years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement				
3.2	**Average Annual Construction Turnover**	Minimum average annual construction turnover of 2 MUS $ calculated as total certified payments received for contracts in progress and/or completed within	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%) of the	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Partner	At least one Partner	
		the last ten (10) years since 1st January 2016, calculated for any best five (5) performing years out of the last ten (10) years, divided by five (5) years.			requirement		
4. Experience							
4.1 (a)	**General Construction Experience**	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for building construction and/or building rehabilitation works for at least the last 10 years, starting 1st January 2016.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	**Specific Construction & Contract Management Experience**	Participation as a prime contractor, joint venture member, management contractor or sub-contractor, in at least two (2) contracts within the last ten (10) years, with a value of at least US$ 2,000,000 (two million US Dollars), that has been successfully and substantially completed and that is similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods and technology and other characteristics described in Section VII, Works' Requirements, and shall comprise the rehabilitation or	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP 4.2(a)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Partner	At least one Partner	
		construction of hospitals, healthcare facilities or comparable public buildings, including civil and architectural works and mechanical, electrical and plumbing services.					
4.2 (c)	Specific Experience in Managing Environmental and Social (ES) aspects	Experience, as a prime contractor, joint venture member, management contractor or sub-contractor, in at least one (1) contract within the last ten (10) years since 1st January 2016, in managing the environmental, social, health and safety aspects of works of a comparable nature, including the preparation and implementation of a site-specific environmental and social management plan, occupational health and safety procedures, and a worker and community grievance mechanism.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP - 4.2(c)

4. Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant General Experience qualifications	Minimum years of relevant work experience
1	Civil Engineer Project Manager (Excellent English literacy is a must) - Building rehabilitation experience, preferably in healthcare facilities	10	7
2	Civil Engineer or Architect (Excellent English literacy is a must) - Building rehabilitation experience	7	5
	MEP (Excellent English literacy is a must) - healthcare Building rehabilitation experience	7	5
Suitable experts in the following specializations			
3	Environmental Expert	7 in relevant environmental subject	5 working on building rehabilitation projects in similar work environments
4	Occupational Health and Safety Expert	7 in relevant OHS subject	5 working on building rehabilitation projects in similar work environments
5	Social Expert	7 in relevant social subject	5 working on building

			rehabilitation projects in similar work environments
6	Electromechanical Engineer (HVAC, plumbing, medical gases, electrical and low-current systems in buildings)	7 in electromechanical works for buildings	5 working on building rehabilitation projects in similar works conditions

N.B.: The proposed key personnel shall be exclusive for this tender. Any duplication of personnel with other lots will not be permitted.

5. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Steel scaffolding with working platforms, guardrails and debris netting, minimum 500 m² of façade coverage	4
2	Mobile crane or truck-mounted crane, minimum 25 ton capacity, for lifting rooftop plant and materials	1
3	Material hoist or telescopic handler, minimum 1 ton capacity	2
4	Concrete mixer, minimum 350 litre capacity, with poker vibrators	4
5	Truck 20 Tons	4
6	Standby generating set, minimum 100 kVA, for site power independent of the hospital supply	4
7	Dust-controlled cutting, coring and demolition tools with HEPA-filtered extraction units	4

N.B.: The proposed Equipment shall be exclusive for this tender. Any duplication of Equipment with other lots will not be permitted.

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV (owned/leased).

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of RFB process*]
Alternative No.: [*insert identification No. if this is a Bid for an alternative*]

To: **[*insert complete name of Employer*]**

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;

(d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others*].

We *[where JV, insert:* "including any of our JV members"*]*, and any of our subcontractors:

i. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

ii. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

iii. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

iv. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: **[***insert a brief description of the Works]*

(f) **Bid Price**: The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

[Option 1, in case of one lot:] Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(g) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(i) **Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;**

(j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(k) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(l) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(n) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;

(p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and

(q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

Name of the Bidder: *[*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder:**[*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

(Stamp 1,000,000 Lebanese Pounds)

Schedules

Bill of Quantities

Attached separately Bound (Volume 3)

For Bill of Quantities refer to VOLUME 3 - LEAP HOSPITALS REHABILITATION WORKS BILLS OF QUANTITIES, issued under a separate cover and comprising one Bill of Quantities for each of the four hospitals (Tebnine, Nabatieh, Hasbaya and Marjayoun).
Each Bill of Quantities is organised in Bill № 1: General Requirements, Bill № 2: Civil and Architectural Works, Bill № 3: Mechanical Engineering Services and Bill № 4: Electrical Engineering Services, each followed by its Collection, and closes with a General Summary. The Bid Price shall be the sum of the General Summaries of the four Bills of Quantities.

1. THE CONTRACTOR shall, unless otherwise stated, allow in his unit rates and prices in the Bills of Quantities (Volume 3) for the obligations, liabilities and services described in:

   Volume One: Conditions of Contract and Contract Data
   Appendix 1: CDR Safety, Health & Environment Regs.
   Appendix 2: VAT Mandate.
   Volume Two: Specifications
   Assessment Report
   Environmental and Social Management Plan (ESMP) Checklist
   Occupational Health & Safety (OHS) Management Plan

2. The Quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

3. METHOD OF MEASUREMENT

   The Works shall be measured 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.

1. Sample Bill of Quantities[1]

(Local Currency and Foreign Currency)

Item no.	*Description*	*Unit*	*Quantity*	*Rate*	*Amount*
				Total	_____

[1] In case of Lump-sum Contract, use Sample Activity Schedule.

Activity Schedule

Item no.	*Description*	*Unit*	*Amount*

2. Schedule of Payment Currencies

For_____ *[insert name of Section of the Works]*

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each section of the Works.

	A	**B**	**C**	**D**
Name of Payment Currency	**Amount of Currency**	**Rate of Exchange to Local Currency**	**Local Currency Equivalent C = A x B**	**Percentage of Total Bid Price (TBP) 100xC / TBP**
Local currency _____		**1.00**		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				**100.00**
Provisional Sums Expressed in Local Currency		**1.00**		
TOTAL BID PRICE (Including provisional sum)				

3. Schedule(s) of Adjustment Data

(NOT APPLICABLE)

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ____ * B: ____ * C: ____ * D: ____ * E: ____ *
			Total		**1.00**

[* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values, and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency
Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ____ * B: ____ * C: ____ * D: ____ * E: ____ *
				Total		**1.00**

[* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values, and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer*]*

Request for Bids No: *[Insert reference number for the Request for Bids]*

Date: [*Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. [*insert number*] ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Thirty Thousand US Dollars (US$ 30,000) in fresh USD upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has withdrawn its Bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder,

upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

_____

[signature(s)]

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct (ES)**
- **Others**

FORM PER -1
Key Personnel
Schedule

Bidders shall provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience shall be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	**Title of position: Civil Engineer Project Manager**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position: Civil Engineer**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position: Environmental Expert**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

4.	**Title of position: Occupational Health and Safety Expert**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position: Social Expert**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position: Electromechanical Engineer (building services)**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Key Personnel is available to work on this contract]*
Time commitment:	*[insert the number of days/week/months/ that this Key Personnel will be engaged]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) my disqualification from participating in the Bid;

(c) my dismissal from the contract.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	**Name of manufacturer,**	**Model and power rating**
	Capacity*	**Year of manufacture***
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** **☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured**	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**Telex**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Site Organization

Give details (in graphic form) of the organization chart of your site office for this contract, showing the key personnel and their responsibilities and functions. Explain clearly the links between the site office and the Company's head office organization and in particular show the involvement of any directors, area managers or visiting staff in this particular contract. In the case of a joint venture the bidder must indicate the inter-relationships between the JVA partners.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

Method Statement

The Bidder shall provide a comprehensive work method statement in which to demonstrate a clear understanding of the Works by providing written descriptions, with drawings where applicable, of the methods proposed by the Bidder for carrying out the Works. In particular the Bidder shall indicate the number, type and capacity of all plant, equipment and labor proposed to be involved in the major activities of work; the sources of all quarries, borrow pits, spoil areas, materials suppliers and the proposed means of haulage; the sequence of work and numbers of concurrent work fronts proposed; the location of the Bidder's site offices and Engineer's offices, plant, fabrication yards, laboratory etc.; the Bidder's proposed health and safety plan; the activities of subcontractors and the Bidder's proposals for management of them; the activities of joint-venture partners; a detailed description of the procurement of utility works.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

Mobilization Schedule

Bidder shall provide a mobilization schedule showing all required facilities, offices, laboratories, construction equipment, site cars, traffic safety (Detours) and occupational and health safety manuals and procedures, environmental impact assessment, Environmental, Social, Health and Safety Management Strategies and Implementation Plans and any other pertinent requirements related to the proper commencement of the construction activities.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

Construction Schedule

Bidder shall provide a provisional program of works showing the order of procedure and timing in which the Bidder proposes to carry out the Works. The program shall show, inter alia: all dates and times specified in the Contract; the order and timing of the temporary and permanent work; the quantities of temporary and permanent work expected to be constructed each month; the resources (plant, equipment, labour, etc) required each month to produce these quantities of work; all utilities work; the intermediate milestones; the relationship between activities; the critical path; the date by which the Contractor requires any information or anything else the Employer is required to provide to the Contractor including possession of site. In preparing the program of work the Bidder shall take note of prevailing climatic conditions and the requirement to obtain permits and authorizations prior to construction.

Failure to provide detailed and acceptable technical information in accordance with the above requirements may lead to the rejection of the bid.

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Code of Conduct for Contractor's Personnel (ES) Form

***Note to the Employer**:*

***The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

The types of issues identified could include risks associated with labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel"** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;
    c. using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means 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;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she shall raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract,*

another individual designated by the Contractor to handle these matters] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Others

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI -1.1: Bidder Information Form

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Form ELI -1.2: Information Form for JV Bidders

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

Form CON – 2:
Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name:
Date:
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* ☐ Contract(s) not performed since 1st January *[insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation ☐ Pending litigation.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History
☐ Litigation History

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Form CON – 3
Environmental and Social Performance Declaration

[The following table shall be filled in for the Bidder and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration
in accordance with Section III, Qualification Criteria, and Requirements

☐ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.

☐ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES)performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*

…	…	*[list all applicable contracts]*	…
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]*		*[insert amount]*

Form CON – 4
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration **in accordance with Section III,** Evaluation and Qualification Criteria
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank 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 the Bank 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 the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ 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 Bank 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]*.

Form CCC: Current Contract Commitments / Works in Progress

Bidders shall provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
RFB No. and title:
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _____*years,* _____ **(amount in currency, currency, exchange rate, USD equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US$ equivalent)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[2] for the _____years required above; and complying with the requirements

[2] If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name:
Date:
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

	Annual turnover data (construction only)		
Year	**Amount** **Currency**	**Exchange rate**	**USD equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN - 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Construction Experience

Bidder's Name:
Date:
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name:
Date: _____
Joint Venture Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			US$ *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
RFB No. and title: _____
Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification	
Award date	
Completion date	

Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

4. ...

Form of Joint Venture Agreement

This agreement is made the ___day of _____ 202_, by and between:

_____ (hereinafter called _____), a company organized under the laws of _____, with its principal office at _____, and its address at _____, hereinafter called _____of the first part,

and

_____ (hereinafter called _____), a company organized under the laws of _____, with its principal office at _____, and its address at _____, hereinafter called _____of the second part,
The first and the second party together are hereinafter referred to as "the Parties'.

WHEREAS the Council for Development and Reconstruction, representing the Government of Lebanon, hereinafter called "the CDR" has invited the Parties to submit a proposal for the execution of the following project:

_____
_____ (hereinafter called "the Project")

WHEREAS the Parties wish to enter into a Joint Venture Agreement in order to be prequalified by the CDR to tender for the Project and, if successful, to execute the Project under a Contract to be awarded by the CDR, hereinafter called "the Contract";

THE PARTIES HERETO AGREE TO FORM A JOINT VENTURE UNDER THE FOLLOWING TERMS AND CONDITIONS:

1 ESTABLISHMENT OF THE JOINT VENTURE

The Parties hereby agree to constitute themselves as a Joint Venture under the name of _____ ,hereinafter called "the Joint Venture".
The Joint Venture shall have its offices at the following address:

_____

_____

_____

The objective of the Joint Venture shall be to execute the Project in accordance with all terms and conditions of a Contract to be signed with the CDR. The Joint Venture shall be comply with all laws and regulations relevant to the establishment and operation of joint ventures in Lebanon and shall be certified by the relevant public notary.

2 LIABILITY

2.1 Notwithstanding any other conditions contained in this joint venture agreement or in any other agreement between the Parties, each of the Parties hereby commits itself to be jointly and severally liable towards the CDR as well as towards any and all CO-contractors and/or subcontractors for the proper execution of all obligations of the Joint Venture in relation to the Contract to be signed with the CDR for the execution of the Project.

2.2 The Parties shall keep each other, both during and after the term of this joint venture agreement, fully indemnified against all losses and damages resulting from gross negligence or breach of contract of one party or their personnel or agents in relation to this agreement as well as to all contracts to be executed by the Joint Venture.

3 REPRESENTATION

For the purpose of this joint venture agreement, the Joint Venture shall be represented by the first party hereto _____ who is hereby authorized by the second party to act on behalf of the Parties of this Joint Venture in all matters related to the submission of the Tender*, the negotiation and signing of the Contract with the CDR*, *the execution of the Project, including but not limited to the invoicing and receipt of payments, the execution of subcontracts, the incurring of liabilities and receipt of instructions on behalf of all partners of the Joint Venture in relation to the Contract with CDR during the entire execution period of the said Contract.*

[Note: the level of authority delegated to the leading party must be determined by the JV Partners. If restrictions apply, supplementary "powers of attorney" must be provided to the leading partner prior to signing of the Contract.]

The Parties shall keep the CDR informed at all times of all details concerning the Joint Venture and its authorized representatives.

4 REVENUE DISTRIBUTION

The total payments to the joint venture shall be distributed between the Parties according to the following proportions:

First Party	_____ %
Second Party	_____ %
----------	_____ %

The local taxes calculation shall be based on the above mentioned percentages.

5 EXCLUSIVITY

The Parties shall exclusively work together in connection with the Project. Each party hereto agrees that it has no interest whatsoever directly or indirectly, in any other proposal which may be submitted to the CDR with respect to the execution of the Project.

6 OBLIGATION TO TENDER

The Parties shall fill in and submit to the CDR their relevant prequalification file documents, and if jointly qualified, they shall tender for the Project as a Joint Venture. If the Contract for the execution of the Project is awarded to the Joint Venture, they shall jointly execute the Project under their joint and several responsibility in accordance with the applicable terms and conditions of contract.

7 DURATION

7.1 This joint venture agreement shall enter in to force and effect as of the date first written above.

7.2 This joint venture agreement shall expire if the Joint Venture's tender is rejected or in case the Contract is awarded to another bidder.

7.3 In case the Contract is awarded to the Joint Venture, this joint venture agreement shall remain in force until all obligations of the Parties under the Contract have been fulfilled and each of the Parties have honored its obligations towards the other.

8 RIGHTS OF CDR

All rights stipulated in this joint venture agreement in favor of the CDR shall be honored by the Parties as if the CDR were a direct beneficiary of this agreement. Consequently, the Parties hereto acknowledge the right of the CDR to act directly on the basis of this agreement against all or any of the Parties hereof.

9 SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this joint venture agreement or the interpretation thereof.

[For the settlement of disputes, the bidders are required to adopt only one of the following alternatives]

Alternative 1: "Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to the competent Court in the Republic of Lebanon. Lebanese law shall apply to the interpretation of this agreement and to any jurisdiction which may be invoked thereunder."
Alternative 2: "Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration for final settlement in accordance with the procedures applicable under the Laws of the Republic of Lebanon."

Alternative 3: "All disputes arising in connection with the present agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules"

Alternative 4: "Any other Option of JV Partners"

The Parties hereto have caused this agreement to be executed in three copies, one for each party and one fore the CDR, by their duly authorized officers on the date first above written

FOR AND ON BEHALF OF	**FOR AND ON BEHALF OF**
FIRST PARTY	**SECOND PARTY**
NAME:	**NAME:**
TITLE:	**TITLE:**
SIGNATURE:	**SIGNATURE:**
STAMP:	**STAMP:**

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1 : ***Israel***

Under ITB 4.8 (b) and 5.1 ***"none"***

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below 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;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, 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;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

[1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[3] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Works' Requirements

Section VII - Works' Requirements

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Scope of Works

As Lebanon emerges from the 2023-2026 conflict that affected Lebanon and overlapping multifaceted crises, the proposed emergency Project supports the most urgent repair and reconstruction of damaged critical public infrastructure and public lifeline services and the sustainable management of rubble.

The proposed Lebanon Emergency Assistance Project (LEAP) is a central part of the WBG portfolio in support to Lebanon. The proposed emergency Project will finance activities related to immediate response, recovery, and early reconstruction, such as sustainable rubble management and restoration of critical infrastructure and lifeline services (e.g., water, mobility, energy, health, education) in prioritized geospatial areas. Proposed Project activities will be complemented by activities in other IBRD-financed projects including in the energy, water, agriculture, social protection, and health sectors.

In response to this urgent national priority, this Tender aims to support the restoration of healthcare services through the rehabilitation of four governmental hospitals in South Lebanon, namely Tebnine Governmental Hospital (Caza of Bint Jbeil), Nabatieh Governmental Hospital (Caza of Nabatieh), Hasbaya Governmental Hospital (Caza of Hasbaya) and Marjayoun Governmental Hospital (Caza of Marjayoun). The hospitals are public facilities under the authority of the Ministry of Public Health (MoPH), which, together with the administration of each hospital, will be associated with the Employer and the Project Manager in the definition, supervision and handing over of the Works.

The rehabilitation works mainly consist of site preparation, demolition and removal of debris; masonry, concrete and metal works; thermal and moisture protection, including roof waterproofing; the repair and replacement of doors, windows and aluminium and glazed elements; internal and external finishes, including plastering, tiling, suspended ceilings and painting; furnishings, including hospital furniture where so described in the Bills of Quantities; the rehabilitation of mechanical engineering services, including plumbing and sanitary installations, HVAC and fire fighting; and the rehabilitation of electrical engineering services, including lighting, panel boards, fire alarm, CCTV, nurse call, telephone, solar power and standby generation where required, all as described in the Specifications and the Bills of Quantities. At Tebnine Governmental Hospital, the Works also include the civil, mechanical and electrical works of the PET-CT unit, comprising demolition of masonry walls and of the slab on grade, excavation and backfilling for wall footings, reinforced concrete and masonry works, a steel structure carrying 2 mm lead lining to walls and ceilings to achieve the required thickness, lead-lined doors (2 mm, 4 mm and 15 mm) and fire-rated doors, finishes, plumbing and drainage, HVAC including non-magnetic flexible ducts, oxygen, vacuum and compressed-air outlets, and electrical, low-current and fire-alarm services. The supply of medical equipment, hospital laundry equipment and vehicles does not form part of the Works; the PET-CT equipment itself, medical and laundry equipment are procured by the Employer under a separate contract, and the Contractor shall cooperate with the supplier of that equipment in accordance with GCC Clause 8.

Pre-Commencement Mechanism, Roles, and Responsibilities

Before mobilization and the start of any works, the following mechanism shall be applied to ensure site safety, personnel protection, and compliance with the Project Environmental and Social Management Plan (ESMP) and Occupational Health and Safety Management Plan (OHSMP), as well as effective coordination with national and local authorities, including unexploded ordnance (UXO/ERW) and debris handling procedures. The mechanism defines the roles of the Council for Development and Reconstruction (CDR), Supervising Engineer, Contractor, and the Lebanese Armed Forces (LAF)/ the Lebanese Mine Action Center (LMAC).

1. UXO / ERW Coordination Mechanism (CDR – MoD – LAF – LMAC – Supervising Engineer)

Note : The Lebanon Mine Action Authority (LMAA) is a legislative body established in 1998 by the Lebanese Council of Ministers to enhance and facilitate coordination among different ministries in matters relating to mine action. The Lebanon Mine Action Centre (LMAC), part of the Lebanese Armed Forces (LAF), executes and coordinates the Lebanese National Mine Action Program (LNMAP) on behalf of Lebanon Mine Action Authority (LMAA).

Step 1: Notification and Initial Coordination

1. The Council for Development and Reconstruction (CDR) shall formally notify the Ministry of Defense (MoD) of the targeted hospital sites and specific work locations prior to mobilization.
2. MoD shall transmit the notification to the Lebanese Armed Forces (LAF), which shall coordinate with the Lebanese Mine Action Center (LMAC) in accordance with national mine action procedures.
3. The Supervising Engineer shall support the CDR in ensuring that all notification and coordination steps are properly documented and that the Contractor is briefed on UXO/ERW risks.
4. Initial notifications to local authorities (Governorate, Union of Municipalities) may be sent at this stage for awareness and planning purposes only. Final coordination, approvals, and operational arrangements occur once LAF/LMAC confirm the UXO/ERW procedure for the area.

Step 2: Risk Assessment and Authorization

Based on available records and survey status, LAF/LMAC shall determine one of the following:

a) Previously surveyed areas: Where the targeted work location has previously been surveyed and no UXO/ERW contamination has been recorded, LAF/LMAC may issue a written document confirming that the area has been surveyed and that no explosive hazards were detected. This documentation shall authorize the commencement of works.
b) Non-surveyed areas: Where the targeted work location has not been previously surveyed, LAF—through its engineering units and in coordination with LMAC—may

deploy qualified engineering personnel to accompany the Contractor during implementation. These personnel shall conduct on-site verification, monitoring, and immediate intervention should UXO/ERW or suspicious items be encountered during works.

Step 3: Contractor Compliance

- ✓ No works shall commence in any area without formal confirmation from LAF/LMAC, whether in the form of written documentation for previously surveyed areas or authorization for supervised works under LAF engineering accompaniment.
- ✓ The Contractor shall comply with all instructions issued by LAF/LMAC and the Supervising Engineer.
- ✓ All personnel shall receive UXO/ERW awareness and safety trainings prior to mobilization, reinforced during implementation, in accordance with the project ESMP and OHSMP.
- ✓ Stop-work procedures must be applied immediately if any suspicious object is identified, and the Supervising Engineer shall oversee Contractor compliance.

2. Coordination with National and Local Authorities

Coordination ensures that all relevant local stakeholders are informed and that arrangements for safety, site access, operations, and debris management are in place before works begin. Once the UXO/ERW procedure has been defined by LAF/LMAC, pre-mobilization coordination shall occur along two streams:

a) Safety, Access, and Operational Arrangements

The Contractor shall coordinate with the Governorate, Union of Municipalities, and concerned municipalities regarding work commencement notifications, safety arrangements, traffic management, and access to work sites.

b) Debris Management Coordination

The Contractor shall submit a Debris Management Plan, prepared in coordination with local authorities and the Ministry of Environment (MoE) as per project ESMP. All rubble shall be transported to MoE-approved Temporary Storage Sites (TSS) in line with MoE Circular 6/1. Temporary storage is permitted only in environmentally degraded quarries formally designated by municipalities or unions and approved by the MoE. The Contractor shall also coordinate with Majles el-Jnoub (South Council), the entity responsible for supervising routing, transport, and reception at authorized sites in South Lebanon.

The Supervising Engineer shall verify that all local coordination is carried out, including safety, site access, operational arrangements, and debris management, and shall approve the Debris Management Plan prior to work commencement.

3. Community-Facing Prevention and Communication Measures

- Building on the coordination established with national and local authorities (Section 2), the Contractor shall engage with nearby communities—through municipalities where appropriate—to disseminate UXO/ERW risk-awareness messages and inform residents of planned works, particularly in re-populated areas.
- Install LAF/LMAC-approved warning signage at all work locations and site access points, including emergency contact information.
- Establish a community notification pathway allowing residents to immediately alert municipal focal points, the Contractor, and the Supervising Engineer if suspicious items or unsafe conditions are observed.
- The Supervising Engineer shall ensure that community communication measures are implemented and monitored effectively as per the ESMP, covering both UXO/ERW awareness and notifications related to ongoing works

4. Mandatory Operational Controls

- Immediately apply a STOP-WORK order if UXO/ERW, any suspicious object, or other hazardous materials are identified, regardless of whether LAF personnel are on site.
- Secure and cordon off the area, prevent access, and promptly notify LAF/LMAC and the Supervising Engineer. Works may resume only upon receipt of formal authorization from LAF/LMAC and the Supervising Engineer.

Specifications

For Specifications refer to VOLUME 2 - LEAP HOSPITALS TECHNICAL SPECIFICATIONS (Part 1: Civil and Architectural Works; Part 2: Mechanical, Electrical and Plumbing Works), issued under a separate cover.
Wherever the Specifications refer to the "Engineer", this shall be read as the Project Manager as defined in the Conditions of Contract. The Specifications include Section 13 49 00 "Radiation Protection" and Division 23 "Heating, Ventilating and Air Conditioning", which apply to the PET-CT unit at Tebnine Governmental Hospital.

The following clause shall be deemed included and is a part of the Specifications:

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In The event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

Works in Operating Hospitals

The hospitals are in service or are to be returned to service progressively, and the Works shall be executed without interrupting medical services. Before starting work in any building or department, the Contractor shall submit for the approval of the Project Manager, and agree with the administration of the hospital, a phasing plan identifying the areas to be handed over, the sequence and duration of the work in each area, the temporary partitions, access routes and service diversions required, and the periods during which noisy, dusty or vibration-generating work may be carried out. No area shall be occupied by the Contractor, and no utility serving a clinical area (electricity, medical gases, water, drainage, HVAC, fire alarm, nurse call or communications) shall be isolated, without the prior written agreement of the hospital administration and the Project Manager; every planned interruption shall be notified not less than seven (7) days in advance and shall be limited to the agreed duration. Emergency access, fire escape routes and ambulance circulation shall be kept clear at all times.

Infection Prevention and Control

Work areas shall be physically segregated from clinical and public areas by full-height, sealed, dust-tight temporary partitions, and shall be kept under negative pressure with filtered extraction where they adjoin operating theatres, intensive care, neonatal, dialysis or sterilization areas. The Contractor shall control dust at source, clean the access routes daily, remove debris in covered containers along the routes and at the times agreed with the hospital, and protect ventilation intakes and ductwork from contamination. Water systems that have

been drained, altered or left stagnant shall be flushed and disinfected, and ventilation systems cleaned, before the area is returned to use. The Contractor's Personnel shall be briefed on the infection control rules of the hospital before working on the Site, and the Project Manager may suspend any activity that puts patients, staff or visitors at risk.

Management of Debris and Surplus Material

The Contractor shall remove from the Site and manage in an environmentally sound manner all debris, demolition rubble, broken concrete, masonry and finishes, removed doors, windows, glazing, sanitary fixtures, pipework, cables and equipment, and any other material that will not be re-used in the Works. Material shall be segregated at source, and surplus and unsuitable material shall be taken only to sites approved by the concerned municipality and the Ministry of Environment. Any material suspected of containing asbestos shall be left undisturbed and reported to the Project Manager, and shall be removed only by a specialist under an approved method statement. Any healthcare waste found in the work areas shall be handed to the hospital for treatment through its licensed waste stream and shall not be mixed with construction waste. Removed electrical and electronic equipment shall be consigned to a facility authorised to handle such waste. Lead sheet offcuts from the radiation shielding shall be collected separately and handed to a licensed lead recycler. Open burning of any material is prohibited. The Contractor shall retain disposal records and consignment notes and shall produce them to the Project Manager on request. The volumes of debris and surplus material are subject to variation; they shall be measured as executed and valued at the rates in the Bill of Quantities.

Testing and Commissioning of Building Services

On completion of the work in each area, the Contractor shall test and commission, in the presence of the Project Manager and of the technical staff of the hospital, every mechanical and electrical system installed, repaired or altered under the Contract, including water supply and drainage, HVAC, fire fighting, electrical distribution, earthing, lighting, fire alarm, nurse call, CCTV, telephone, solar power and standby generation. Medical gas pipeline systems that are altered or reconnected shall be pressure-tested, purged and verified for gas identity and purity by a qualified person before they are returned to clinical use. Water systems shall be disinfected and sampled, with results complying with the Lebanese standard for potable water. The lead shielding of the PET-CT unit at Tebnine shall be surveyed by a qualified radiation-protection expert, and any deficiency rectified, before the unit is taken over; the final radiation-protection survey after installation of the PET-CT equipment shall be carried out as described under "Radiation Shielding of the PET-CT Unit at Tebnine" below.

The Contractor shall submit the test records, the as-built drawings and the operating and maintenance manuals, and shall train the technical staff of the hospital in the operation of the installed systems. No area shall be taken over until these records have been submitted and accepted and the area has been cleaned to the standard required for its clinical use.

Building Elements Found to be Beyond Economic Repair

The Bills of Quantities are based on the Preliminary Damage Assessment of each hospital. Where, on opening up or on closer inspection, a structural or building element is found to be structurally unsafe, or its repair is found to be not technically sound or not economic, the Contractor shall not proceed with the repair and shall report the finding to the Project Manager. The Project Manager shall then determine, in consultation with the Ministry of Public Health and the Employer, whether the element is to be repaired by another method, replaced or taken out of the Works. Any such work shall be instructed as a Variation and valued in accordance with the Contract. Nothing in the description of damage or in the quantities in the Bills of

Quantities shall be taken as a representation by the Employer that any particular element is capable of repair.

Radiation Shielding of the PET-CT Unit at Tebnine

The lead shielding of the PET-CT unit at Tebnine shall be installed to the approved radiation-protection design and to the thicknesses shown in the Bill of Quantities. The Contractor shall verify the exact dimensions and quantities on site, and shall keep the shielding continuous at joints, corners, door and window frames and at every penetration by pipes, ducts, conduits and cables, which shall be lapped or baffled with lead to the design detail. The steel support structure, anchors and substrate for the wall and ceiling lining and the lead-lined doors shall be confirmed by the Contractor's qualified structural engineer before installation. Where a penetration passes through fire-rated construction, an approved fire-stopping system shall also be installed and inspected. The lead lining shall be fixed on a steel structure and shall not be covered by cladding or ceilings until the Project Manager has inspected it at the agreed hold points. Lead shall be cut mechanically without heat. The Contractor shall assess lead exposure, apply suitable engineering controls, lead-safe housekeeping and hygiene, provide gloves, washing and changing facilities, and prohibit eating, drinking and smoking in lead-working areas. On completion of the shielding and before the unit is taken over, a qualified radiation-protection expert shall carry out a construction-stage radiation-protection survey in the presence of the radiation protection officer of the hospital, and the Contractor shall rectify any deficiency. The final radiation-protection survey shall be carried out after the PET-CT equipment has been installed under the medical equipment contract and before clinical use or licensing by the Lebanese Atomic Energy Commission; the Contractor shall attend this survey and shall rectify at its own cost any shielding deficiency attributable to the Works, including during the Defects Liability Period. No radioactive source shall be brought into the unit while the Works are in progress.

Environmental and Social Requirements

The Environmental and Social requirements, mitigation measures, and Occupational Health and Safety (OHS) obligations applicable to this project are set forth in:

APPENDIX 1: CDR OHS Requirements

APPENDIX B: Environmental and Social Checklist

The Contractor is required to fulfil all requirements and implement all mitigation measures outlined in Appendix 1 and Appendix B above

Drawings

Not applicable

Supplementary Information

The following supplementary information is provided to Bidders. It does not relieve the Bidder of its obligation to satisfy itself, before submitting its Bid, as to the condition and extent of the existing works and as to all matters affecting the execution of the Works.

(a) Damage records. The Preliminary Damage Assessment reports prepared for each of the four hospitals are available for inspection at the address given in the Bid Data Sheet.

(b) Access and security. The hospitals lie within areas that were affected by the conflict. No works shall commence in any area without the written confirmation of LAF/LMAC, or under LAF engineering accompaniment, in accordance with the Pre-Commencement Mechanism set out in these Works' Requirements. The Contractor shall allow in its rates and programme for the consequent restrictions.

(c) Hospitals in service. The hospitals are in service or are to be returned to service. The Contractor shall maintain medical services so far as is practicable and shall agree every planned interruption and every handover of an area in advance with the Ministry of Public Health and the administration of the concerned hospital.

(d) Existing information. Record drawings may be obtained from the administration of each hospital (if available). The absence of a record drawing for any building or installation shall not be grounds for a claim, and the Contractor shall establish by survey such information as it requires to execute the Works.

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions Boldface type is used to identify defined terms.

(a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) **Bank** means the financing institution **named in the PCC**.

(e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(f) **Compensation Events** are those defined in GCC Clause 42 hereunder.

(g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.

(h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

(i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.

(j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

(k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(l) **Days** are calendar days; months are calendar months.

(m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

(n) A **Defect** is any part of the Works not completed in accordance with the Contract.

(o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

(p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.

(q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.

(s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) "**In writing"** or "**written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible

for supervising the execution of the Works and administering the Contract.

(z) **PCC** means Particular Conditions of Contract.

(aa) The **Site** is the area defined as such in the PCC.

(bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

(dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A **Variation** is an instruction given by the Project Manager which varies the Works.

(hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

(ii) "**Contractor's Personnel**" refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.

(jj) **"Key Personnel"** means the positions (if any) of the Contractor's personnel that are stated in the Specification.

(kk) **"ES"** means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(ll) **"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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

(mm) **"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; and

(nn) **"Employer's Personnel"** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Agreement,

(b) Letter of Acceptance,

(c) Contractor's Bid,

(d) Particular Conditions of Contract,

(e) General Conditions of Contract, including Appendices,

(f) Specification,

(g) Drawings,

(h) Bill of Quantities,[1] and

(i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Unless otherwise **specified in the PCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.

7.2 Submision by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the

[1] In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

8.2 The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.

9. Personnel and Equipment

9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the 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;

(g) undertakes behavior 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 Project Manager 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.

9.3 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, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.

9.4 Labor

9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

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 labor 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 Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

9.4.2 *Conditions of Labor.* 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 Specification; 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 Specification, 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.

9.4.3 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.

9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.

9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, 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 if stated in the Specification.

9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. 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 Specification.

9.4.8 *Supply of Foodstuff*s. The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the

Contractor's Personnel for the purposes of or in connection with the Contract.

9.4.9 *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.

9.4.10 *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.

9.4.11 *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.

9.4.12 *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.

9.4.13 *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.

9.4.14 *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.

9.4.15 *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 or engage 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 or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager 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

(d) transport of heavy loads;

(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 *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 project Manager.

9.4.17 *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.

9.4.18 *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 non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, 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 Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

9.4.20 *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 SH, and health and safety training referred to in GCC Sub-Clause 18.2.

As stated in the Specification or as instructed by the Project Manager, 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 and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due

to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specification:

(a) designing structural elements of the Works taking into account climate change considerations;

(b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and

(c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs

collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically, and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Health, Safety and Protection of the Environment

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 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 Certificate of Completion;

(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, training on occupational safety and health, 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) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, 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 review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager 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 health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

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) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;

(v) 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,

(vi) 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 labor;

(vii) 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 GCC Sub-Clause 9.4.6; and

(b) any other requirements stated in the Specification.

18.3 Protection of the environment

(a) The Contractor shall take all necessary measures to: 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 Specification, 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 Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

19. Archaeological and Geological Findings

19.1 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 Specification and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third

parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- 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, the Bank and/or persons appointed by the Bank 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 the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and

the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC.**

25. Fraud and Corruption

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 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 bidding 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.

26. Stakeholder Engagement

26.1 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager 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 may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.

27. Suppliers (other than Subcontractors)

27.1 Forced Labor: The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/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.

27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor 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.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. 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.

27.4 *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.

28. Code of Conduct

28.1 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.

29. Security of the Site

29.1 The Contractor shall be responsible for the security of the Site, and:

(a) for keeping unauthorized persons off the Site;

(b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager'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 Specification.

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 Specifications

B. Time Control

30. Program and Progress Reports

30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the periods **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, 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; 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 Project Manager 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 Project Manager within the timeframe agreed with the Project Manager.

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.

31. Extension of the Intended Completion Date

31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

32. Acceleration

32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

33. Delays Ordered by the Project Manager

33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

34. Management Meetings

34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

35. Early Warning

35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

36. Identifying Defects

36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The

Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

37. Tests

37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

38. Correction of Defects

38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

39. Uncorrected Defects

39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

40. Contract Price[2]

40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

41. Changes in the Contract Price[3]

41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow

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[2] In lump-sum contracts, replace GCC Sub-Clause 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

[3] In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

41.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

42. Variations

42.1 All Variations shall be included in updated Programs[4] produced by the Contractor.

42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work. [5]

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance

[4] In lump-sum contracts, add "and Activity Schedules" after "Programs."
[5] In lump-sum contracts, delete this paragraph.

of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;

(c) a description of any effect(s) of the change on performance/functionality; and

(d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

(a) accelerates the contract completion period; or

(b) reduces the Contract Price or the life cycle costs to the Employer; or

(c) improves the quality, efficiency, safety or sustainability of the Facilities; or

(d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or

(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

43. Cash Flow Forecasts

43.1 When the Program,[6] is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

[6] In lump-sum contracts, add "or Activity Schedule" after "Program."

44. Payment Certificates

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

44.3 The value of work executed shall be determined by the Project Manager.

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[7]

44.5 The value of work executed shall include the valuation of Variations and Compensation Events.

44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44.7 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 Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

(a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;

(b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;

(c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;

[7] In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

(d) failing to have appropriate consents/permits prior to undertaking Works or related activities;

(e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

(f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

45. Payments

45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

46. Compensation Events

46.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

46.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

46.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

46.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the

Contractor's not having given early warning or not having cooperated with the Project Manager.

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

48. Currencies

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

49. Price Adjustment

49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$\mathbf{P_c = A_c + B_c\ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients[8] **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

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[8] The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

50. Retention

50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

51. Liquidated Damages

51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

52. Bonus

52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

53. Advance Payment

53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against 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. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

54. Securities

54.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

55. Dayworks

55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

56. Cost of Repairs

56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

57. Completion

57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

58. Taking Over

58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.

59. Final Account

59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

60. Operating and Maintenance Manuals

60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**

60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1**,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

61. Termination

61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

61.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. Payment upon Termination

62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the

Contractor, the difference shall be a debt payable to the Employer.

62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

63. Property

63.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

64. Release from Performance

64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

65. Suspension of Bank Loan or Credit

65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.

(b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A
TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers),consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below 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;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, 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;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;22 (ii) to be a nominated23 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[24] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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22 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

23 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

24 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental & Social Checklist

Component 2 – Rapid Recovery of Public Lifeline Services and Public Critical Infrastructure

Environmental & Social Checklist

Sub-Project: Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun Subproject

Final – Revised

November 18, 2026

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1. INTRODUCTION

This Environmental and Social (E&S) Checklist is a key instrument in the environmental and social assessment procedure for the Sub-Project "Immediate Response Rehabilitation of Governmental Hospitals – Tebnine, Nabatieh, Hasbaya and Marjayoun" under Component 2 of the Lebanon Emergency Assistance Project (LEAP - P509428). Its purpose is to identify potential environmental, social and Occupational Health and Safety (OHS) risks and impacts associated with subproject activities and to determine appropriate mitigation measures.
The checklist is prepared in line with the LEAP applicable Environmental and Social Standards (ESSs) to ensure compliance with the World Bank's Environmental and Social Framework (ESF). The E&S requirements outlined herein will subsequently be incorporated into the bidding documents for this Sub-Project.

2. PROJECT DESCRIPTION

2.1 Overview of the Subproject

The subproject consists of the rehabilitation of four governmental hospitals of South Lebanon that were damaged during the 2023–2024 conflict: Tebnine Governmental Hospital in the Caza of Bint Jbeil, Nabatieh Governmental Hospital in the Caza of Nabatieh, Hasbaya Governmental Hospital in the Caza of Hasbaya and Marjayoun Governmental Hospital in the Caza of Marjayoun, all within the Governorate of Nabatieh. The intervention is implemented under Component 2 of the Lebanon Emergency Assistance Project (LEAP) and is intended to restore the buildings and building services of the hospitals so that they can continue to deliver secondary health care to resident and returning populations.

The four hospitals — referred to throughout this Checklist as the hospitals — are public hospitals within the health system of the Ministry of Public Health (MoPH). Each is established as an autonomous public institution under Law No. 544 of 1996, with its own board of directors and administration, under the tutelage of the MoPH. The administration of each hospital remains responsible for the operation of the hospital and for its medical services throughout the works; the MoPH holds sector policy, planning and oversight.

The works concern the hospital buildings and their external works — roofs, façades, walls, openings and internal finishes, steel works and perimeter fences — and their building services: plumbing, drainage and sanitary installations; heating, ventilation and air-conditioning, including the negative-pressure ventilation at Tebnine and the ventilation of the operating rooms at Hasbaya and Marjayoun; boilers; fire-fighting and fire-alarm systems; electrical distribution and lighting; low-current systems (CCTV, nurse call, bell and telephone systems); the photovoltaic system at Tebnine; and the standby generating sets and their fuel storage. All four hospitals are in service and will remain in service while the works are carried out. Additionally, in Tebnine Hospital, the works will include the civil, mechanical and electrical works required for the installation of the PET-CT unit, including the construction of the lead radiation shielding wall.

The subproject is limited to the rehabilitation of the elements recorded as damaged in the Preliminary Damage Assessment of each hospital and priced in its Bill of Quantities. The supply and installation of medical equipment and of hospital laundry equipment are procured under a separate contract; the vehicles, ambulances and security barrier gate originally listed for Tebnine have been removed from the scope; and new buildings, extensions and structural reconstruction are excluded from the subproject.

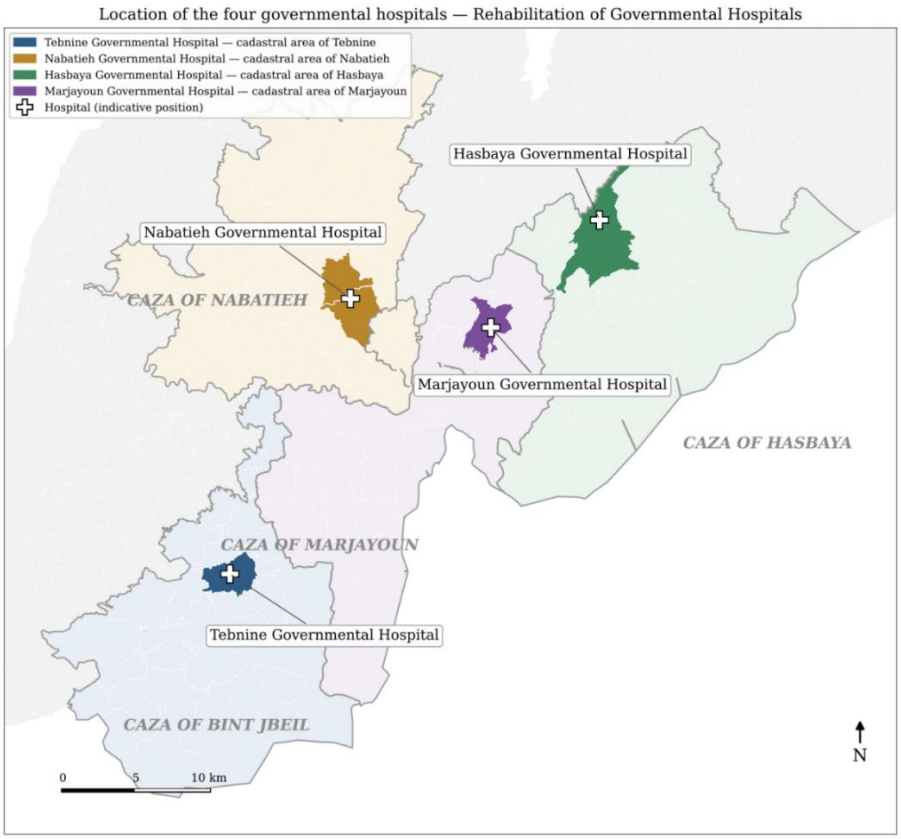
2.2 Location and Site Distribution

The subproject covers four hospitals located in four cazas of the Governorate of Nabatieh, South Lebanon: Tebnine Governmental Hospital in Tebnine (Caza of Bint Jbeil), Nabatieh Governmental Hospital in Nabatieh (Caza of

Nabatieh), Hasbaya Governmental Hospital in Hasbaya (Caza of Hasbaya) and Marjayoun Governmental Hospital in Marjayoun (Caza of Marjayoun). All four lie within areas affected by the conflict, which were subject to army demining and access control during the period of the damage assessments.

The preliminary damage assessments on which this Checklist is based were carried out on site during the period extending from January 2027 to May 2027. The location of the four hospitals is shown in Figure 2.1.

Figure 2.1 — Location of the four governmental hospitals



Cadastral village boundaries: CDR / LEAP village layer (Lebanon Stereographic, Clarke 1880 IGN). Hospital markers indicate the cadastral area, not the surveyed position of the building.

2.3 Scope of Activities

Works will be undertaken within the existing hospital buildings, on their roofs and façades, and within the hospital compounds at the generator, boiler and fuel-storage areas and along the perimeter fences. No new buildings, no extension of the built footprint and no greenfield development are envisaged. Excavation is limited to the foundations of the perimeter fences to be rebuilt at Nabatieh (approximately 100 m) and Marjayoun (approximately 230 m) to the footings of the new walls of the PET-CT unit inside the existing building at Tebnine, and to local service trenches within the compounds.

The scope of works is directed at restoring the buildings and building services of the four hospitals. The activities are grouped below into four work types, together with the general requirements that apply across the whole of the Contract. The classification follows the Bills of Quantities, which are prepared one per hospital in the same structure (Bill № 1 General Requirements, Bill № 2 Civil and Architectural Works, Bill № 3 Mechanical works and Bill № 4 Electrical works), so that this Checklist, the Works' Requirements and the priced works use one taxonomy; the screening in Section 3 and the mitigation matrix in Section 4 are organised on the same basis.

Work Type 1 — Civil and architectural works (Bill № 2 of each hospital)

- Demolition of damaged elements and removal of debris (of the order of 20 m³ at each of Tebnine, Hasbaya and Marjayoun), dismantling of existing roof finishes, and rehabilitation of masonry walls and of 200 m² of natural stone façades at Tebnine;
- Roof waterproofing over approximately 3,300 m² in all (Tebnine 1,100 m², Nabatieh 550 m², Hasbaya 145 m² and Marjayoun 1,500 m²), together with the rehabilitation of 350 m² of brick-tile roofing at Tebnine and of the steel sheds over the emergency entrance at Marjayoun;
- Metal works, including burglar-proof protection, steel doors and gates, prefabricated portacabins at Tebnine, generator exhaust pipework, the repainting of fuel tanks at Marjayoun, and the rebuilding of perimeter fences at Nabatieh (about 100 m) and Marjayoun (about 230 m);
- Replacement and repair of doors, aluminium windows, glazed partitions, mosquito nets and automatic entrance doors, and internal and external finishes — plaster repair, floor and wall tiling, PVC flooring in the surgery, CCU and radiology areas at Tebnine, suspended ceilings, antibacterial and other internal paint, and external paint — together with internal curtains and signage;
- Furnishings priced in Bill № 2, comprising patient beds at Tebnine and hospital furniture at Nabatieh;
- Civil and architectural works of the PET-CT unit at Tebnine: demolition of masonry walls and of the slab on grade and removal of debris; excavation and backfilling for wall footings; reinforced concrete footings, slab on grade, walls and equipment pads; masonry walls; a steel structure carrying the lead shielding; 2 mm lead lining to walls and ceilings, lead-lined, fire-rated and normal wood doors with steel frames, and lead shield glass; plastering, ceramic floor and wall tiling, marble thresholds, gypsum board and precast cement board wall cladding over the lead lining, gypsum board and PVC suspended ceilings, antibacterial and emulsion paint, and aluminium louvres;

The civil and architectural works are carried out inside occupied buildings and on their roofs and façades. Work at height arises on the roofs and façades of multi-storey buildings, on the steel sheds and on scaffolds; excavation is shallow, generally less than 1.00 m deep, and confined to fence foundations, the wall footings of the PET-CT unit at Tebnine and service trenches. The PET-CT works at Tebnine break out and recast part of the ground slab inside the existing building and involve the handling of heavy lead sheets and lead-lined doors; the shielding shall be inspected before it is covered and verified by a radiation-protection survey before the unit is accepted. The quantities indicated above are those carried in the Bills of Quantities and are subject to remeasurement.

Work Type 2 — Mechanical works (Bill № 3 of each hospital)

- Maintenance and rehabilitation of plumbing, drainage and sanitary installations, including the replacement of sanitary fixtures, self-closing taps and laboratory sink taps, and the repair of rainwater and soil pipework;
- Rehabilitation of heating, ventilation and air-conditioning, including the replacement of split units, fan-coil and air-handling units and a 40-ton chiller and the repair of the negative-pressure ventilation system at Tebnine, the HVAC of the operating rooms at Hasbaya and Marjayoun, pipe and duct insulation at Nabatieh, the boilers at Tebnine, Nabatieh and Marjayoun, and the reverse-osmosis unit of the Tebnine laboratory;
- Rehabilitation of fire-fighting systems, including the fire pump at Nabatieh, the hose reels and central automatic fire-fighting system at Hasbaya, and a complete fire protection system at Marjayoun;
- Mechanical services of the PET-CT unit at Tebnine: sanitary fixtures and accessories, UPVC drainage and condensate drain pipes, PPR cold and hot water piping, HVAC ductwork with fibreglass insulation and sound liner, control dampers, air outlets and filters, non-magnetic flexible ducts, air-conditioning units

with copper piping, toilet extract and fresh-air and exhaust fans, and oxygen, vacuum and compressed-air outlets connected to the hospital medical gas systems;

Work Type 3 — Electrical works (Bill № 4 of each hospital)

- Lighting fixtures, main distribution and panel boards, fire-alarm systems, CCTV, nurse-call and bell systems, telephone switchboard and satellite TV;
- Supply and installation of standby diesel generating sets — 150 kVA at Tebnine, 350 kVA and 650 kVA at Nabatieh and 350 kVA and 500 kVA at Marjayoun — with their connections, fuel storage and exhaust, and the replacement of 284 photovoltaic modules at Tebnine;
- Electrical and low-current services of the PET-CT unit at Tebnine: electrical ducts, cables and cable trays, lighting and wiring-device points, isolating switches and distribution boards, and conduits and outlets for telecom, security and access control, CCTV and fire alarm;

Work Type 4 — Testing, commissioning and handing over (Bill № 1 and the testing items of Bills № 3 and № 4)

- Testing and commissioning of every system installed, repaired or altered — water supply and drainage, HVAC, firefighting, electrical distribution, earthing, fire alarm, low-current systems, solar power and standby generation — including the flushing and disinfection of water systems, the verification of medical gas systems where they are altered, and the cleaning of each area to the standard required for its clinical use before it is handed back to the hospital.

General Requirements — site establishment and management (Bill № 1 of each hospital)

Health, safety and environmental management for the whole of the Contract, including the Contractor’s safety plan, personal protective equipment, first aid and emergency arrangements and the unexploded ordnance interface; site facilities and worker welfare; the phasing of the works agreed with each hospital administration; infection prevention and control; traffic management within the hospital compounds; the removal and environmentally sound management of debris, surplus material and hazardous waste; stakeholder engagement with the hospital administrations, staff, patients and visitors; and the operation of the worker and community grievance mechanisms.

The proposed interventions do not include the supply and installation of medical equipment or of hospital laundry equipment, which are procured under the separate contract for the Supply and Installation of Medical Equipment for the same hospitals, nor the vehicles, ambulances and security barrier gate that were listed in the earlier Tebnine Bill of Quantities and have been removed from the scope. They also exclude new buildings, extensions and structural reconstruction.

None of the works included in the present scope requires a separate environmental and social instrument; this Checklist covers all of them. Three matters would require their own screening and instrument if they were brought into the scope: the construction of a new building or extension; the structural reconstruction or demolition of a building element found to be beyond economic repair; and the removal of asbestos-containing materials beyond incidental quantities. The second of these is provided for in the Works’ Requirements, which require the Contractor to stop and report where a building element is found to be structurally unsafe or beyond economic repair, and the Project Manager to determine the course with the Ministry of Public Health and the Employer; any such work would be instructed as a Variation and would require re-screening before it proceeds. The civil and MEP works of the PET-CT unit at Tebnine, including its lead shielding,

form part of these works and are covered by this Checklist; the supply and installation of the PET-CT equipment itself remain under the medical equipment contract and its E&S instrument.

Table 1 — Summary of included and excluded activities

	Activity	Status	Basis
1	Civil and architectural works (Work Type 1)	Included	Priced in Bill № 2 of each hospital
2	Mechanical work (Work Type 2)	Included	Priced in Bill № 3 of each hospital
3	Electrical works standby generation and photovoltaic modules (Work Type 3)	Included	Priced in Bill № 4 of each hospital
4	Testing, commissioning and handing over (Work Type 4)	Included	Bill № 1 and the testing items of Bills № 3 and № 4
5	Site establishment, health, safety and environmental management, infection control, traffic, debris and stakeholder management	Included	Bill № 1 — General Requirements of each hospital
6	PET-CT unit at Tebnine — civil, mechanical and electrical works, including the lead radiation shielding (Work Types 1 to 3)	Included	Priced in the Bills of Quantities of Tebnine Hospital; shielding verified by a radiation-protection survey before acceptance
7	New buildings and extensions	Excluded	Not a rehabilitation activity; would require its own screening and E&S instrument
8	Removal of asbestos-containing materials beyond incidental quantities	Contingent — excluded from the present scope	Suspect material is left undisturbed and reported; removal only by a specialist under an approved method statement, re-screened before it proceeds
9	Structural reconstruction or demolition of a building element beyond economic repair	Contingent — excluded from the present scope	The Contractor stops and reports and the Project Manager determines the course with the MoPH and the Employer. Any such work would be instructed as a Variation and would require re-screening before it proceeds

2.4 Implementation Arrangements

The Sub-Project is implemented by the Council for Development and Reconstruction (CDR) through the LEAP Project Management Unit (PMU), in coordination with the Ministry of Public Health (MoPH) and with the administration of each hospital, which remains responsible for the operation of the hospital and for its medical services during the works.

The works will be implemented under a single contract covering the four hospitals, comprising one Bill of Quantities for each hospital. The contractor to be selected under the Request for Bids, and every subcontractor, shall comply with the environmental, social and OHS requirements set out in this E&S Checklist and in the Works' Requirements.

It is estimated that the works will employ in the order of 15 to 30 workers per hospital at any given time during peak implementation, with the workforce expected to be largely locally recruited. Specialist crews for roof waterproofing, HVAC, fire protection generator installation and the lead shielding of the PET-CT unit will move between the hospitals, their presence at any one hospital ranging from a few days to about six weeks.

The works will be carried out by the contractor to be selected under the Request for Bids. The Contract period is 150 days, that is five months, from the Commencement Date. Within that period the works are expected to take of the order of three to five months at each of Tebnine and Marjayoun and two to three months at each of Nabatieh and Hasbaya, with the hospitals overlapping; the sequence will be fixed by the Contractor's programme, by the phasing agreed with each hospital administration and by the clearance of each site by LAF/LMAC. Every obligation in this Checklist binds any subcontractor as it binds the Contractor.

No works shall commence at any hospital without the written confirmation of the Lebanese Armed Forces (LAF) and the Lebanon Mine Action Centre (LAF/LMAC) regarding unexploded ordnance and explosive remnants of war, or under LAF engineering accompaniment, in accordance with the pre-commencement mechanism set out in the Works' Requirements.

The PMU is responsible for overall coordination, environmental and social oversight, monitoring and reporting. The Supervising Engineer shall oversee contractor compliance on site and report non-compliance to the PMU, in accordance with the duties set out in Section 5.1. The administration of each hospital shall agree the phasing of the works and every planned interruption of services with the Contractor, and shall accept each area in writing before it is returned to clinical use.

2.5 Implementation Timeline

The subproject is designed as a rapid recovery intervention intended to restore the capacity of the hospitals to deliver health care to resident and returning populations. The Contract period is 150 days from the Commencement Date, subject to confirmation of UXO/ERW clearance at each hospital.

Activities will generally be undertaken during normal daytime working hours in accordance with the approved work plan and applicable Lebanese labour legislation. Noisy, dusty or vibration-generating work, and works requiring the interruption of electricity, medical gases, water, HVAC, fire protection or nurse call to a clinical area, shall be programmed with the hospital administration so that no clinical department loses more than one service at a time and interruptions are kept to the shortest practicable duration. Works will not be executed during night shifts. Should night work be required, the Contractor shall notify the CDR PMU and obtain official clearance from the LAF prior to commencement.

3. ENVIRONMENTAL AND SOCIAL SCREENING

The following screening identifies the environmental, social and OHS risks and impacts relevant to the proposed hospital rehabilitation activities. The screening shall be re-confirmed by the Supervising Engineer for each hospital and for each intended activity prior to the commencement of works, and shall be updated where site conditions differ from those assumed.

The summary screening below covers the subproject as a whole. Because the work types differ in nature and typology, a screening table specific to each work type is given in Annex I, carrying

only the questions that arise for that type together with the justification particular to it. The screening shall be re-confirmed by the Supervising Engineer for each hospital and for each work type before that work is instructed.

Screening Question	Yes	No	Supporting Notes / Screening Justification
A. ENVIRONMENTAL			
Will the activity generate significant noise or vibration?	X		Demolition, breaking out of finishes, coring, roof stripping, generator operation and the installation of rooftop plant, inside or next to occupied wards; patients are particularly sensitive receptors. At Tebnine, the PET-CT unit adds the breaking out of masonry walls and of the slab on grade.
Will the activity involve excavation, soil disturbance or the generation of spoil?	X		Limited to the foundations of the perimeter fences rebuilt at Nabatieh (about 100 m) and Marjayoun (about 230 m) and to local service trenches within the compounds; generally, less than 1.00 m deep. At Tebnine, shallow excavation and backfilling for the wall footings of the PET-CT unit, inside the existing building.
Will the activity generate dust, fumes, odours or other temporary air emissions?	X		Demolition, plaster removal, sanding, cutting of tiles and ceilings, bitumen and membrane works on roofs, paints and solvents; dust can enter wards and ventilation systems. At Tebnine, breaking out of the slab on grade, concrete works and the cutting of lead sheet and cement board for the PET-CT unit.
Will the activity generate solid waste?	X		Demolition rubble, roofing membranes and tiles, removed doors, windows, glazing, ceilings and sanitary fixtures, replaced HVAC units, cables and fittings, about 284 damaged photovoltaic modules at Tebnine, and packaging. The PET-CT works at Tebnine add masonry and concrete rubble, excavated soil and lead sheet offcuts, the last to be managed as hazardous waste.
Will the activity involve or potentially encounter hazardous materials?	X		Possible asbestos-containing materials (roof sheets, pipe lagging, floor tiles) and lead-based paint in older buildings; bitumen primers, solvents, paints and adhesives; diesel fuel; and healthcare waste that may be present in the work areas. The PET-CT works at Tebnine involve the cutting and fixing of metallic lead sheet for the 2 mm lining and the lead-lined doors.
Will the activity generate wastewater or other liquid discharges?	X		Flushing and disinfection water from water systems, cleaning water and sewage from drainage repairs, in small volumes discharged to the hospital sewer.
Could the activity release refrigerants or other ozone-depleting substances?	X		Replacement of split units and of the 40-ton chiller at Tebnine and maintenance of HVAC at the other hospitals; older units may contain HCFC refrigerant (R-22).
Could the activity affect surface water bodies?		X	No watercourse is affected; works are within built compounds and roof run-off is collected by the hospital drainage.

Screening Question	Yes	No	Supporting Notes / Screening Justification
Is contaminated soil or land known or suspected within the work area?	X		Fuel spillage around the generator and fuel-storage areas, and debris from conflict damage, may be present in the compounds; contamination has not been characterised.
Could the activity require vegetation clearance or affect natural habitats or sensitive ecological areas?		X	Works are confined to existing buildings and built compounds; disturbance is limited to landscaped strips along the fences.
Will the activity consume significant quantities of water, energy or raw materials?		X	Quantities of water, cement, tiles, paint and fuel are modest relative to the scale of the hospitals.
B. OCCUPATIONAL HEALTH AND SAFETY			
Will workers be exposed to physical hazards?	X		Work at height on roofs, façades, steel sheds and scaffolds; falling objects; collapse of damaged elements during demolition; manual handling of doors, glazing, HVAC units and generators; moving plant within the compounds. At Tebnine, excavation, concrete works and the manual handling of heavy lead sheets, lead-lined doors and shield glass for the PET-CT unit.
Will workers be required to enter confined spaces?	X		Entry into water tanks, ducts and plenums, service shafts, and boiler and generator rooms with poor ventilation, where the works so require.
Will workers be exposed to chemical hazards?	X		Bitumen, primers, solvents, epoxies, paints and adhesives, refrigerants, diesel fuel and disinfection chemicals. Lead dust and fumes from cutting or drilling lead sheet; cement and concrete.
Will workers be exposed to electrical hazards?	X		Works on hospital installations that cannot be fully isolated, panel boards, generator connections and changeover, and photovoltaic modules energised in daylight.
Will workers potentially be exposed to biological hazards?	X		Work in clinical areas, laboratories, isolation rooms and drainage systems, with exposure to infectious agents, sharps and contaminated surfaces, and to stagnant water in tanks (Legionella).
Could workers be exposed to ionising radiation?	X		Works in or near the radiology rooms and the PET-CT area at Tebnine while imaging equipment is in use. The PET-CT unit is fitted out before its equipment is commissioned and before any radiopharmaceutical is brought in, but the works may adjoin areas where imaging or radioactive sources are in use.

Screening Question	Yes	No	Supporting Notes / Screening Justification
Could workers encounter unexploded ordnance or explosive remnants of war?	X		The hospitals lie within areas subject to army demining and were damaged during the conflict; UXO/ERW may be present in debris, on roofs and along fence lines.
C. COMMUNITY HEALTH AND SAFETY (PATIENTS, STAFF AND VISITORS)			
Could the activity interrupt health-care services or critical hospital utilities?	X		Works on electricity, medical gases, water, HVAC, fire alarm and nurse call in occupied hospitals require planned interruptions that affect patients. The PET-CT works at Tebnine connect new oxygen, vacuum and compressed-air outlets to the hospital medical gas systems.
Could the activity increase the risk of healthcare-associated infection for patients?	X		Dust and debris released near immunocompromised patients (operating theatres, ICU/CCU, neonatal and dialysis units) can carry Aspergillus spores; disturbed or stagnant water systems can carry Legionella.
Could the activity create general site hazards for patients, staff, visitors or community members?	X		Scaffolds, open roofs, falling objects, temporary partitions, trailing cables and wet floors in corridors used by patients, including people with reduced mobility.
Could contractor vehicles, deliveries or movement of materials create traffic or pedestrian safety risks?	X		Delivery and debris vehicles and cranes for generators and rooftop plant move within compounds shared with ambulances, patients and visitors.
Could the activity compromise fire safety or the emergency evacuation of the hospital?	X		Torch-applied roof membranes and other hot works, temporary isolation of fire-alarm and fire-fighting systems, and obstruction of escape routes in occupied buildings. The PET-CT unit includes fire-rated doors and fire-alarm conduits, and its new walls must maintain the fire compartmentation of the building.
Could the activity affect the radiation protection of patients, staff or the public?	X		The lead shielding of the PET-CT rooms at Tebnine protects the adjoining wards, corridors and the public once the unit is in service. It must be continuous at joints, corners, frames and penetrations, and its adequacy confirmed by a radiation-protection survey before the unit is accepted and licensed by the Lebanese Atomic Energy Commission.
Could the activity damage or interrupt other utilities?	X		Concealed cables, medical gas lines and pipes may be damaged during demolition, coring and ceiling works. Breaking out the slab on grade at Tebnine may meet buried drainage and services.
Could the activity increase risks related to communicable disease or inadequate hygiene and sanitation?		X	The workforce is modest and expected to be largely locally recruited; welfare facilities, potable water and sanitation are required of the Contractor. Infection risk to patients is addressed separately above.

Screening Question	Yes	No	Supporting Notes / Screening Justification
D. SOCIAL RISKS AND IMPACTS			
Will contracted or subcontracted workers be engaged?	X		The Works will be executed by a contractor and may involve subcontracted works up to the limit permitted under the Contract.
Is there a risk of child labour, forced labour, discrimination or unequal treatment?	X		Labour-related risks require preventive controls, age verification and contractual commitments from the Contractor and any subcontractor.
Is there potential for SEA/SH risk associated with worker interaction with patients, staff or the community?	X		Workers in wards, corridors and waiting areas interact with patients, including women, children and persons in vulnerable situations, and with hospital staff.
Could the activity result in differentiated risks or impacts for women and girls?	X		Women and girls are the majority of the users of maternity, paediatric and neonatal services and of the nursing staff; works affect their privacy in wards and toilets and their safety in corridors.
Could the activity affect access to health care for vulnerable or returning households?	X		Temporary closure of a department may divert patients to more distant hospitals; returning, elderly and low-income households are affected first.
Could the activity affect the privacy, dignity or confidentiality of patients?	X		Workers present in wards and clinical areas, the installation of CCTV cameras, and patient records kept in the work areas.
Could the activity affect land, livelihoods, or result in physical or economic displacement?		X	Works are confined to the existing hospital buildings and compounds of the State; no land acquisition or displacement; the fences are rebuilt on their existing lines.
Could the activity affect known cultural heritage or involve excavation with potential for chance finds?		X	No significant excavation; fence foundations are shallow and on existing lines. The Chance Find Procedure nevertheless applies. The footings of the PET-CT unit at Tebnine are shallow and inside the existing building.
Will stakeholder notification or coordination be required?	X		Coordination is required with the MoPH, the hospital administrations, staff, patients and visitors, the municipalities, the Governorate, LAF/LMAC and the Ministry of Environment for debris.
Are grievance mechanisms required for workers and affected communities?	X		The Project GRM and the Worker GRM shall remain accessible at each of the four hospitals throughout implementation.

4. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

This section sets out the environmental and social management plan including the mitigation and monitoring measures applicable to the Rehabilitation of Governmental Hospitals subproject during implementation. The measures are based on the screening results, the scope of works, the applicable World Bank Environmental and Social Standards, the Environment, Health and Safety Guidelines (including the EHS Guidelines for Health Care Facilities), the project environmental and social instruments, and Lebanese environmental and labour legislation. All project activities shall adhere to the following basic principles:

- Protect patients, staff and visitors at all times; keep medical services, critical utilities and escape routes available, and return no area to clinical use until it has been cleaned, tested and accepted by the hospital;
- Avoid impacts where feasible through proper planning and sequencing of works;
- Minimize environmental and social impacts through good construction and housekeeping practices;
- Reinstate affected areas, finishes and services immediately on completion of each phase of works;
- Ensure all personnel are trained and competent for the tasks assigned, with particular regard to work at height, hot work, electrical isolation, confined space entry and infection control;
- Maintain continuous communication with the hospital administrations, staff, patients and the municipalities, and keep grievance mechanisms accessible;
- Ensure full compliance with the ESF, the EHSGs, the applicable project instruments and Lebanese environmental and labour regulations.

The contractor cannot start any physical works on-site until all required E&S and Occupational OHS instruments are prepared, submitted to the Supervision Engineer for review, and formal approval. The instruments are as follows:

- C-ESMP
- Waste Management Plan (hazardous, asbestos, healthcare & non-hazardous)
- Public & Occupational Health and Safety Plan
- Hospital Operations Continuity and Infection Prevention and Control Plan
- Emergency Preparedness and Response Plan
- Traffic and Road Safety Plan

Following the submission of the above instruments and prior to the start of works, the Contractor designated qualified E&S and OHS focal point for the Contract should deliver a training for Contractor Workers (skilled and unskilled) in the presence of the Supervision Engineer. The training should be followed by an introduction to the Project Code of Conduct (CoC) and workers signature of the CoC.

The Contractor OHS specialist must develop a list of all critical site activities, including a Job Hazard Analysis (JHA) and Method Statement for each of the critical activities. Commencement without these cleared deliverables constitutes a direct breach of contract terms, and a strict "No Instruments, No Works" policy applies to ensure regulatory compliance and risk mitigation.

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4.1 Environmental, Social and OHS Impacts, Mitigation and Monitoring Matrix

The matrix below presents the environmental, social and occupational health and safety risks and impacts identified during screening, together with the corresponding mitigation measures, the party responsible and the monitoring indicator. The first column records the work types to which each entry applies, using the classification of Section 2.3, so that the matrix can be read activity by activity as well as by Environmental and Social Standard. "GR" denotes the general requirements applying across the whole of the Contract.

Table 4.1: Environmental, Social, and OHS Impacts, and Mitigation Matrix (by Work Type)
Rehabilitation of the Four Governmental Hospitals (Tebnine, Nabatieh, Hasbaya and Marjayoun)

N.B. The below Matrix includes risk levels or risk ratings that propose inherent risks of works before mitigation. These ratings are subject to site confirmation. They are as follows: High; severe harm, **Substantial**; major impacts, **Moderate**; manageable local impacts, and **Low**; minor impacts.

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
Work Type 1 Civil and architectural works (Bill № 2)	**Environment** Dust, noise and vibration in occupied buildings; demolition rubble, roofing membranes and removed fixtures; suspect asbestos-containing materials and lead paint; bitumen, primer and paint emissions; run-off during roof works. PET-CT unit at Tebnine: rubble and excavated soil, lead sheet offcuts during installation. **Social** Disruption of clinical services and of access to departments; dust reaching wards, theatres and ICU (healthcare-associated infection); patient privacy and dignity; scaffolds and falling	Substantial	Substantial	High	**Environment** Prepare a Waste Management Plan (for hazardous including asbestos, healthcare, and non-hazardous waste), for each hospital separately and implement the Plan after its approval, for all work types considered in each hospital. Seal work areas with dust-tight partitions and keep them under negative pressure next to theatres, ICU, CCU, neonatal and dialysis units; suppress dust at source and remove debris in covered containers at agreed times; stop on suspect asbestos or lead paint for survey and specialist removal; use low-VOC materials; segregate waste and use approved destinations. For the PET-CT unit at Tebnine, prepare a Post-Construction Lead Management Plan (LMP) for the	Contractor implements; Supervising Engineer approves the phasing and verifies; hospital administration agrees closures and accepts each area; PMU oversees and screens scope changes. A qualified radiation-protection expert surveys	**Environment** Daily partition, dust and housekeeping checks; waste quantities and disposal receipts; asbestos and lead surveys where material is suspected. Any scrap lead, lead-contaminated debris, HEPA filters, or used disposable PPE generated during lead shield installation must be segregated and sealed in heavy-duty, labeled hazardous waste bags. **Social** Phasing approvals; notice records; access and escape-route inspections; complaints from staff, patients and visitors and their

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
	objects near entrances and ambulance routes. PET-CT unit at Tebnine: incomplete radiation shielding exposing staff, patients and the public once the unit is in use. **OHS** Falls from roofs, façades, scaffolds and steel sheds; falling objects; collapse of damaged elements during demolition; burns and fire from torch-applied membranes; silica, asbestos and solvent exposure; manual handling; UXO/ERW in debris and on roofs. PET-CT unit at Tebnine: excavation and slab breaking; handling of heavy lead sheets and lead-lined doors; lead dust and fumes.				PET-CT to establish procedures for the inspection, maintenance, and safe handling of lead shielding materials installed during the construction of the PET-CT unit. **Social** Agree a phasing plan for each department with the hospital administration; keep entrances, ambulance routes and escape routes open; protect patient privacy with screens and controlled access; give at least seven days notice of any closure; exclude the public from scaffold and roof-work zones. Build the PET-CT shielding to the approved radiation-protection design, continuous at joints, corners, frames and penetrations; have it surveyed by a qualified radiation-protection expert and rectify any deficiency before the unit is accepted; bring no radioactive source into the unit during the works. **OHS** Prepare an OHS Plan for each hospital separately and implement the Plan after its approval, for all work types or activities considered in each hospital. Obtain LAF/LMAC clearance; check the stability of damaged elements before demolition; use inspected and tagged scaffolds with edge protection and fall arrest; set exclusion zones below roof and façade work; apply hot-work permits, fire watch and extinguishers for torch-applied membranes; provide respiratory protection and controlled	the PET-CT shielding; the radiation protection officer of Tebnine Hospital witnesses the survey.	closure. PET-CT shielding inspections at hold points before covering; radiation-protection survey report before acceptance. **OHS** Before work: clearance and method approvals. Daily: scaffold tags, fall protection, exclusion zones and PPE. Every hot work: permit and fire-watch record. Incident and corrective-action register. Lead-handling and hygiene checks during the PET-CT works.

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
					methods for silica, asbestos and solvents. For the PET-CT works, locate buried services before breaking the slab, support excavation sides, use mechanical aids and team lifts for lead sheets and doors, provide gloves and washing facilities, and prohibit eating, drinking and smoking in lead-working areas. Workers must wear disposable coveralls, gloves, eye protection, and N95 / P95 / R95 Masks. Obtain competent structural confirmation of the steel support, anchors and substrate for the wall and ceiling lead lining, shield glass and lead-lined doors before installation. Wherever possible, assess lead exposure and use suitable engineering controls, lead-safe housekeeping and hygiene; do not allow eating, drinking or smoking in the lead-work area. For work beside sensitive clinical areas, use the hospital infection-control risk assessment to define sealed barriers, pressure checks and HEPA-filtered extraction where indicated. Protect fibreglass duct insulation and sound liner from damage and clean ductwork before connection to occupied areas.		
Work Type 2 Mechanical engineering services	**Environment** Release of refrigerants from replaced HVAC units; disposal of old units, insulation and fixtures;	Moderate	Substantial	High	**Environment** Prepare a Waste Management Plan (for hazardous including asbestos, healthcare, and non-hazardous waste), for each hospital	Contractor and HVAC and fire-protection specialists	**Environment** Refrigerant recovery logs and technician certificates; waste and e-waste consignment notes;

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
(Bill № 3)	wastewater from drained and flushed systems; plant noise; Legionella growth in water systems left stagnant. **Social** Interruption of heating, cooling, ventilation, water and fire protection to clinical areas; loss of negative-pressure isolation at Tebnine and of operating-room ventilation at Hasbaya and Marjayoun; infection risk from contaminated ducts and water. Connection of the new medical gas outlets of the PET-CT unit at Tebnine to the hospital systems. **OHS** Lifting of the chiller and rooftop units; work at height and in ceiling voids; confined spaces in plant rooms, ducts and tanks; exposure to refrigerants, sewage and biological agents; hot work and pressurized systems.				separately and implement the Plan after its approval, for all work types considered in each hospital. Recover refrigerants with certified equipment by qualified technicians and hand the recovered gas to an authorized operator; no venting; segregate removed units as electrical waste; discharge flushing water to the sewer; flush and disinfect water systems before return to use. **Social** Programme the isolation of each system with the hospital so that no clinical area loses more than one service at a time; provide temporary cooling, heating or ventilation where an interruption exceeds the agreed duration; keep isolation-room ventilation operating or relocate patients with the agreement of the hospital; commission operating-room HVAC before theatres are reopened. Connect the PET-CT medical gas outlets under a permit agreed with the hospital, then purge, pressure-test and verify gas identity and purity before use. **OHS** Prepare an OHS Plan for each hospital separately and implement the Plan after its approval, for all work types or activities considered in each hospital. Use lift plans and certified gear for the chiller and rooftop units; apply confined-space permits, gas testing and rescue arrangements; isolate and depressurize before work on pipework; apply hot-work permits; provide PPE	implement; Supervising Engineer verifies; hospital technical staff witness isolations and commissioning; PMU oversees.	flushing and disinfection records. **Social** Isolation permits and durations; temporary-service records; ventilation tests of theatres and isolation rooms before reuse; complaints. Medical gas test and verification certificates for the PET-CT outlets. **OHS** Lift plans, permits and gas tests; incident and corrective-action register.

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
					and hygiene measures for sewage and contaminated ducts. For the PET-CT medical-gas outlets, require competent personnel, a hospital-approved isolation and contingency plan, documented pressure / leak testing, and written hospital acceptance before clinical use. Protect duct insulation and sound liner so fibers cannot enter occupied areas or the ventilation system; submit safety data sheets and allow suitable ventilation and curing of paints, adhesives and finishes before the area is returned to clinical use.		
Work Type 3 Electrical engineering services (Bill № 4)	**Environment** Diesel fuel storage and spills at the generating sets; generator noise and exhaust near wards; electrical waste, including about 284 photovoltaic modules at Tebnine. **Social** Interruption of electricity to clinical areas, including life-support equipment, during changeover; fire alarm or nurse call out of service while replaced; CCTV and patient privacy. Cable and conduit penetrations through the PET-CT shielding at Tebnine.	Moderate	Substantial	High	**Environment** Prepare a Waste Management Plan (for hazardous including asbestos, healthcare, and non-hazardous waste), for each hospital separately and implement the Plan after its approval, for all work types considered in each hospital. Provide bunded fuel storage of at least 110% of the largest tank, controlled refueling and spill kits; fit acoustic enclosures and discharge exhaust away from wards and air intakes; inventory removed modules and electrical waste and transfer them to an authorized facility. **Social** Agree each shutdown and changeover with the hospital; provide temporary generator supply to critical loads; keep the existing fire-alarm and	Contractor and electrical specialists implement; Supervising Engineer verifies; hospital technical staff authorize shutdowns; PMU oversees.	**Environment** Weekly bund, tank and spill-kit checks; noise complaints; e-waste consignment notes. **Social** Shutdown permits and durations; temporary supply records; fire-alarm and nurse-call test records before handover; approved CCTV camera positions. **OHS** Isolation and competency records per task; earthing and backfeed tests before energisation; lift plans; incident register.

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
	OHS Electric shock and arc flash on live installations; generator back feed; photovoltaic circuits energized in daylight; work at height; lifting of generating sets; fuel fire.				nurse-call systems in service until the new systems are commissioned, or provide a fire watch and manual call arrangements; position CCTV cameras so that they do not view examination, treatment or toilet areas. Shield every conduit and cable penetration through the PET-CT lead lining to the design detail. **OHS** Prepare an OHS Plan for each hospital separately and implement the Plan after its approval, for all work types or activities considered in each hospital. Use qualified electricians; isolate, lock out, tag out and prove dead; verify earthing and backfeed protection; apply DC isolation procedures for photovoltaic work; prepare lift plans for generating sets; provide fire precautions at fuel areas. At every PET-CT pipe, duct, cable and conduit penetration, install and inspect an approved fire-stopping system (if required and stated in the specifications).		
Work Type 4 Testing, commissioning and handing over (Bill № 1 and testing items)	**Environment** Discharge of flushing and disinfection water; test running of generating sets (noise, exhaust, fuel). **Social** Return to use of areas or systems not fully cleaned or tested; contaminated water or ventilation reaching patients; false alarms and unplanned	Moderate	Substantial	Substantial	**Environment** Prepare a Waste Management Plan (for hazardous including asbestos, healthcare, and non-hazardous waste), for each hospital separately and implement the Plan after its approval, for all work types considered in each hospital. Discharge to the sewer with residual chlorine	Contractor implements; Supervising Engineer and hospital technical staff witness; hospital accepts each	**Environment** Discharge records; generator test logs. **Social** Test certificates (water, HVAC, fire alarm, electrical); written acceptance of the hospital for every area.

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
	evacuation during fire-alarm testing. **OHS** Pressurised systems; electrical testing; disinfection chemicals; exposure to Legionella aerosols during flushing.				controlled; schedule generator load tests at times agreed with the hospital. **Social** Clean each area to the standard required for its clinical use; obtain satisfactory water and ventilation test results and the written acceptance of the hospital before reuse; notify staff and patients before fire-alarm tests. **OHS** Prepare an OHS Plan for each hospital separately and implement the Plan after its approval, for all work types or activities considered in each hospital. Use approved test procedures, calibrated equipment and exclusion zones; provide PPE for chemicals and aerosols; use qualified testers. Separate construction stage inspection of the shielding before concealment from final operational radiation acceptance. Coordinate the final radiation protection survey after PET-CT equipment installation and before clinical use or licensing with the hospital radiation protection policy (or the hospital's HSE officer if existing) before the unit is placed back in service.	area; PMU oversees.	**OHS** Test permits and calibration records; incident records.
General Requirements Site establishment and management Bill № 1 of	**Environment** Site-establishment waste and sanitation effluent; unmanaged debris, fuel spills and inefficient use of water and materials across the four sites.	Moderate	Substantial	High	**Environment** Prepare a Waste Management Plan (for hazardous including asbestos, healthcare, and non-hazardous waste), for each hospital separately and implement the Plan after its approval, for all work types considered in each hospital. Approve the	Contractor and E&S/OHS focal points implement; Supervising Engineer verifies and	**Environment** At mobilisation and weekly: welfare, sanitation, waste and fuel-storage inspections. Per transfer: disposal receipts. **Social** At mobilization and monthly: contracts, age and

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
each hospital N.B. Cross-cutting controls applying to all four work types and all subcontractors	**Social** Child or forced labour, discrimination and inadequate welfare; SEA/SH towards patients, staff and visitors; exclusion of women and vulnerable or returning households; disruption of access to health care; unresolved worker, patient or community complaints. **OHS** UXO/ERW; poor coordination or supervision; vehicle and plant collisions within compounds; fire; delayed first aid or rescue; inadequate welfare, training or PPE.				site layout, waste and spill procedures; provide potable water, toilets, washing and rest areas separate from hospital facilities. Segregate waste; approve destinations and retain receipts; prohibit burning; keep healthcare waste found in work areas separate and hand it to the hospital. **Social** Apply fair employment and age verification; prohibit child and forced labour; bind subcontractors to the same controls. Require signed Codes of Conduct, SEA/SH training and confidential survivor-centered reporting; brief workers on conduct in clinical areas. Maintain separate worker and community GRMs and inclusive engagement with the hospitals. Agree closures and temporary arrangements for patients with the hospital and the MoPH. **OHS** Prepare, obtain approval of and implement the Public and Occupational Health and Safety (OHS) Plan for the Contract before works start. Appoint E&S and OHS focal points; approve OHS plans for each hospital and task assessments; induct all workers and hold toolbox talks. Confirm LAF/LMAC clearance before opening a site; stop, cordon and notify on suspicious items. Provide PPE, trained first aiders, fire and rescue equipment, and emergency routes coordinated with the hospital. Report incidents promptly, within 24 hours at latest; escalate serious events	reports; PMU oversees and escalates; MoPH and hospital administrations coordinate users; LAF/LMAC provides clearance.	pay records, worker interviews and subcontractor compliance. All workers: signed Codes. Track engagement with the hospitals, closures and temporary arrangements. Monitor GRM acknowledgement and closure against project deadlines; protect confidential case data. **OHS** Before opening a site: LAF/LMAC records and plans. Daily: toolbox, PPE and access checks. Periodically: first-aid, fire and rescue equipment and drills. Monthly: compliance report. Track incident notification deadlines and corrective-action closure; retain night-work clearance if applicable.

Activity or Work Type	Potential Environmental Social and OHS Risks	Risk Level			Mitigation Measures	Responsibility	Monitoring Indicators
		Env.	Social	OHS			
					immediately. No night work without PMU notification and LAF clearance.		

4.2 Environmental and Social Monitoring Plan

The monitoring plan below defines the parameters, frequency, locations, methods, applicable standards and responsibilities for monitoring the environmental and social performance of the subproject.

Table 4.2: Environmental and Social Monitoring Plan

Impact / Source	Parameters to Monitor	Frequency	Monitoring Location	Monitoring Method	Standard / Guidelines / KPIs	Monitoring Responsibility	Institutional Follow-up
Noise, dust and vibration in occupied buildings	Working hours; partitions in place; dust suppression; condition of plant; complaints received	Daily during noisy or dusty activities	Work areas and adjoining wards	Visual inspection; complaint log	Noisy works only at the times agreed with the hospital; no visible dust beyond the partitions	Contractor; verified by Supervising Engineer	CDR PMU
Infection prevention and control	Partition integrity; negative pressure where required; covered debris removal; cleaning of access routes For the PET-CT work area, record HEPA-filtered extraction checks	Daily, and before each area is handed back	Work areas adjoining theatres, ICU/CCU, neonatal, dialysis and isolation rooms	Joint inspection with the infection prevention and control focal point of the hospital	Sealed partitions; negative pressure verified; area cleaned and accepted before reuse	Contractor; verified by Supervising Engineer and the hospital	CDR PMU / Hospital

Impact / Source	Parameters to Monitor	Frequency	Monitoring Location	Monitoring Method	Standard / Guidelines / KPIs	Monitoring Responsibility	Institutional Follow-up
	where required; verify protection / isolation of affected HVAC returns.						
Continuity of medical services and utilities	Isolation permits; notice given; duration of interruption against plan; temporary services provided	Each planned interruption	All four hospitals	Record review; confirmation by the hospital	At least 48 hours notice; no clinical area losing more than one service at a time; temporary supply where the agreed duration is exceeded	Contractor; verified by Supervising Engineer	CDR PMU / Hospital
Work at height and lifting operations	Scaffold tags; edge protection and fall arrest in use; lift plans; equipment test certificates; exclusion zones	Daily during the activity	Roofs, façades, steel sheds, generator and chiller positions	Visual inspection; document review	Current scaffold tag and lift plan for every operation	Contractor; verified by Supervising Engineer	CDR PMU
Hot work and fire safety	Hot-work permits; fire watch; extinguishers; escape routes clear; status of the fire alarm	Every hot work; daily inspection of escape routes	Roofs (torch-applied membranes), plant rooms and corridors	Permit audit; inspection	No hot work without a permit; escape routes clear; fire alarm in service or fire watch provided	Contractor; verified by Supervising Engineer	CDR PMU / Hospital
Confined space entry	Permit issued; atmosphere tested; ventilation; attendant present;	Every entry	Water tanks, ducts and plenums, service shafts, boiler and generator rooms	Permit audit; gas detector records	No entry without a valid permit and a current gas test	Contractor; verified by Supervising Engineer	CDR PMU

Impact / Source	Parameters to Monitor	Frequency	Monitoring Location	Monitoring Method	Standard / Guidelines / KPIs	Monitoring Responsibility	Institutional Follow-up
	rescue equipment available						
Electrical safety	Lock-out and tag-out records; proving dead; earthing and backfeed tests; competence of electricians	Every electrical task; before energisation	Panel boards, generator changeover, photovoltaic array	Permit audit; test records	No work on live circuits without authorisation; tests passed before energisation	Contractor; verified by Supervising Engineer	CDR PMU
Asbestos-containing materials and lead paint	Suspect material identified; stop-work and notification; survey; specialist removal; consignment notes	On each encounter with suspect material	All buildings, particularly older roofs, pipe lagging and floor tiles	Visual identification; survey where required; document review	No disturbance of suspect material before survey; disposal at an authorised facility	Contractor; verified by Supervising Engineer	CDR PMU
Radiation shielding of the PET-CT unit (Tebnine)	Lead thickness and continuity at joints, corners, frames and penetrations; lead-lined doors and shield glass as specified; radiation-protection survey results	At hold points before the shielding is covered; before acceptance of the unit	PET-CT rooms and adjoining areas at Tebnine. At hold points before concealment and after equipment installation, before clinical use or licensing.	Visual inspection; radiation-protection survey by a qualified expert	Shielding as per the approved design; dose rates in adjoining areas within the limits set by the Lebanese Atomic Energy Commission	Contractor; verified by Supervising Engineer and the hospital radiation protection officer	CDR PMU
Lead sheet handling and lead waste	Cutting methods; PPE and washing facilities; segregated	Weekly during works	PET-CT work area at Tebnine	Inspection; document review	No hot cutting of lead; all offcuts returned to a licensed recycler	Contractor; verified by Supervising Engineer	CDR PMU

Impact / Source	Parameters to Monitor	Frequency	Monitoring Location	Monitoring Method	Standard / Guidelines / KPIs	Monitoring Responsibility	Institutional Follow-up
	storage of offcuts; recycler receipts lead exposure assessment parameters, housekeeping, handwashing / changing arrangements as indicated by the assessment			Review exposure control and hygiene records; undertake exposure monitoring where required by the assessment.			
Refrigerants	Recovery logs; technician certificates; quantities recovered and handed over	Each unit removed or serviced	HVAC units and chiller	Document review	No venting of refrigerant; recovered gas handed to an authorised operator	Contractor; verified by Supervising Engineer	CDR PMU
Construction, electrical and hazardous waste	Segregation; storage; disposal site approval; disposal records; e-waste and photovoltaic module consignments	Weekly; and on each disposal	Work areas, waste storage areas and disposal sites	Inspection; review of receipts and consignment notes	All waste to approved sites; no open burning; healthcare waste kept separate and handed to the hospital	Contractor; verified by Supervising Engineer	CDR PMU
Fuel storage and spill control	Bunding; refuelling practice; spill kits; spill incidents and remediation	Weekly	Generator and fuel-storage areas	Inspection; incident records	Bund capacity at least 110 per cent; no uncontained spill	Contractor; verified by Supervising Engineer	CDR PMU

Impact / Source	Parameters to Monitor	Frequency	Monitoring Location	Monitoring Method	Standard / Guidelines / KPIs	Monitoring Responsibility	Institutional Follow-up
Water systems and Legionella	Flushing and disinfection carried out; bacteriological results	Before every return to use of a water system altered or left stagnant	Tanks, risers and outlets of the hospitals	Laboratory analysis by an approved laboratory	Satisfactory results against the Lebanese standard for potable water before return to use	Contractor; witnessed by the hospital and the Supervising Engineer	CDR PMU / Hospital
Generator noise and exhaust	Acoustic enclosure; exhaust discharge position; complaints	At installation and during load tests	Generator areas next to wards	Inspection; complaint log	Exhaust discharged away from wards, windows and air intakes	Contractor; verified by Supervising Engineer	CDR PMU
Community safety, traffic and access	Barriers, signage and lighting; ambulance and emergency access; delivery times; incidents	Daily during works	Compounds, entrances and corridors	Visual inspection; incident register	Ambulance and emergency access kept clear at all times; no unprotected work zone in a public area	Contractor; verified by Supervising Engineer	CDR PMU
UXO/ERW clearance and compliance	LAF/LMAC confirmation held for each site; awareness training; signage; stop-work events	Before opening each site and throughout works	All four hospitals	Document verification; training records; inspection	No works at any site without LAF/LMAC written confirmation or accompaniment	Contractor; verified by Supervising Engineer	CDR PMU
Labour, working conditions and worker grievances	Worker records; age verification; contracts and pay; welfare facilities; worker GRM entries	At mobilisation and monthly thereafter	All four hospitals	Record review; worker interviews	No worker under the legal minimum age; worker GRM operational	Contractor; verified by Supervising Engineer	CDR PMU

Impact / Source	Parameters to Monitor	Frequency	Monitoring Location	Monitoring Method	Standard / Guidelines / KPIs	Monitoring Responsibility	Institutional Follow-up
SEA/SH and worker interaction with patients and staff	Signed Codes of Conduct; awareness sessions; briefing on conduct in clinical areas; confidential reporting channel; referral pathway	At induction and quarterly	All four hospitals	Record review; confirmation of channel availability	Code of Conduct signed by every worker before engagement	Contractor; verified by Supervising Engineer	CDR PMU
Patient privacy and dignity	Screens and controlled access in occupied areas; CCTV camera positions; security of patient records in work areas	Weekly in clinical areas	Wards, examination rooms and toilets	Inspection	No uncontrolled access of workers to occupied patient rooms; no camera viewing examination, treatment or toilet areas	Contractor; verified by Supervising Engineer and the hospital	CDR PMU / Hospital
Stakeholder engagement and grievances	Notifications issued; consultations held; grievances received, resolved and closed; response times	Throughout implementation	Hospitals, MoPH and municipalities	Record review; stakeholder feedback	Grievances acknowledged and closed within the periods set in the project GRM	CDR PMU and Contractor	CDR PMU

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5. INSTITUTIONAL ARRANGEMENTS, MONITORING AND REPORTING

5.1 Institutional Arrangements

Implementation of this E&S Checklist shall be carried out jointly by the Council for Development and Reconstruction (CDR) Project Management Unit (PMU), the Ministry of Public Health (MoPH), the administration of each hospital, the Supervising Engineer and the Contractor, with the responsibilities set out below.

CDR PMU

- Overall oversight of E&S Checklist implementation.
- Monitor both supervision engineer and contractor E&S and OHS compliance and apply corrective actions.
- Confirm with the MoPH and each hospital administration the phasing constraints and any department to be closed or relocated during the works.
- Coordinate reporting to the World Bank.

Ministry of Public Health and Hospital Administrations

- Provide record drawings, information on building services and the list of clinical areas requiring special protection.
- Agree the phasing of the works, every closure of an area and every planned interruption of services, and the temporary arrangements for patients.
- Nominate an infection prevention and control focal point at each hospital, witness testing and commissioning, and accept each area in writing before it is returned to clinical use.
- Through the radiation protection officer of Tebnine Hospital, approve the shielding design of the PET-CT unit, witness its radiation-protection survey and obtain the licence of the Lebanese Atomic Energy Commission before the unit is put into service.

Supervising Engineer (RELK&P)

- Supervise and oversee contractor implementation of this ESMP Checklist on site.
- Approve method statements, the phasing plan, the Hospital Operations Continuity and Infection Prevention and Control Plan, and the arrangements for work at height, hot work, electrical isolation and confined space entry.
- Inspect the lead shielding of the PET-CT unit at each hold point before it is covered, and verify the radiation-protection survey report before the unit is accepted.
- Review the submitted Post-Construction Lead Management Plan (LMP) for the PET-CT that establishes procedures for the inspection, maintenance, and safe handling of lead shielding materials installed during the construction of the PET-CT unit.
- Verify compliance and report non-compliance to the PMU.
- Prepare and submit to the CDR PMU a detailed environmental, social and OHS inspection report within three days following each site visit.
- Include environmental, social and OHS updates and progress in the Monthly Report submitted to the CDR PMU.
- Prepare and submit to the CDR PMU an accident report within five days following the occurrence of any accident.
- Prepare, follow up and submit to the CDR PMU a corrective action plan following the identification of any non-compliance.

Rafik El Khoury & Partners (RELK&P), as the Technical Assistance consultant to CDR for LEAP, shall act as Supervising Engineer. "Supervising Engineer" in this Checklist corresponds to the "Project Manager" of the Conditions of Contract.

Contractor

- Adhere to the Env., Social, OHS requirements as specified in the E&S Checklist
- Implement all mitigation measures, in particular prepare a Post-Construction Lead Management Plan (LMP) for the PET-CT to establish procedures for the inspection, maintenance, and safe handling of lead shielding materials installed during the construction of the PET-CT unit.
- Hold LAF/LMAC confirmation before opening any area to works.
- Provide all required personal protective equipment, including respiratory protection for dust, solvents and asbestos-related work and fall protection for work at height.
- Maintain records and report incidents.
- Clean, reinstate and hand back each area on completion.

Following completion of the works, operation and maintenance of the rehabilitated buildings and installations shall remain the responsibility of the administration of each hospital, under the tutelage of the Ministry of Public Health.

5.2 Monitoring and Supervision

Environmental and social monitoring shall be undertaken throughout implementation to verify compliance with the mitigation and management measures established in this E&S Checklist. Monitoring shall follow the parameters, frequencies and methods set out in the Monitoring Plan at Section 4.2, and shall be recorded in the Supervising Engineer's monthly reports to the PMU. Test certificates and the written acceptance of each area by the hospital shall be retained as the primary evidence that areas have been safely returned to clinical use.

5.3 Contractor Obligations Summary

Contractors shall acknowledge and budget for the following requirements, which shall be contractually binding:

Environmental and Social Management

- Designate a qualified Environmental and Social focal point for the Contract.
- Prepare and implement a Hospital Operations Continuity and Infection Prevention and Control Plan agreed with each hospital administration.
- Develop and implement waste management procedures, including for asbestos-containing materials, lead paint, demolition waste and photovoltaic modules.
- Prepare a Post-Construction Lead Management Plan (LMP) for the PET-CT
- Implement stakeholder engagement and information disclosure at each hospital, including notices to staff, patients and visitors.
- Operate community and worker grievance mechanisms.
- Implement the Chance Find Procedure for cultural heritage discoveries.
- Submit regular environmental and social monitoring reports to the Supervising Engineer.

Occupational Health and Safety

- Designate a qualified OHS focal point for the Contract.
- Prepare and implement OHS procedures, including a job hazard assessment and a permit-to-work system for work at height, hot work, electrical isolation and confined space entry.

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- Erect, tag and inspect scaffolds and edge protection, and inspect them at the start of every shift.
- Prepare lift plans for the generating sets, the chiller and rooftop plant.
- Implement lead-handling OHS procedures for the PET-CT works at Tebnine, including: workers must wear disposable coveralls, gloves, eye protection, and N95 / P95 / R95 Masks, cut lead mechanically without heat, washing facilities and segregated storage, and prohibit eating, drinking and smoking in lead-working areas.
- Provide first aid kits, fire extinguishers, gas detection and safety signage, and keep the escape routes of the hospital clear.
- Conduct daily toolbox talks and task-specific risk assessments.
- Establish and rehearse emergency procedures for fire, falls from height, confined space rescue and UXO discovery, coordinated with the emergency plan of each hospital.
- Report and investigate all incidents.

Infection Control and Continuity of Services

- Seal work areas from clinical areas with dust-tight partitions, and maintain negative pressure where they adjoin operating theatres, intensive care, neonatal, dialysis or isolation areas.
- Remove debris in covered containers along the routes and at the times agreed with the hospital.
- Keep emergency access, ambulance routes and escape routes clear at all times.
- Give at least seven days notice of any closure of an area and at least 48 hours notice of any planned interruption of a utility, and provide temporary services where required.
- Flush and disinfect water systems, and clean ventilation systems, before an area is returned to use.
- Obtain the written acceptance of the hospital before returning any area to clinical use.

Labour Management

- Comply with Lebanese labour legislation and the project Labour Management Procedures.
- Verify the age of every worker before engagement and prohibit child and forced labour.
- Implement worker grievance mechanisms accessible at each hospital.
- Implement Codes of Conduct, including SEA/SH provisions, signed by every worker.
- Maintain worker records including contracts, identification and training.
- Provide worker welfare facilities including potable water, sanitation and rest areas.
- Ensure equal opportunity and non-discrimination.

Record Keeping

- Maintain all environmental and social documentation on site at each hospital.
- Keep records of all environmental and social monitoring, including test certificates and the acceptances of the hospitals.
- Hold LAF/LMAC clearance documentation for every site.
- Keep the shielding inspection records and the radiation-protection survey report of the PET-CT unit at Tebnine.
- Document all incidents and grievances.
- Retain records for inspection by the PMU, the MoPH and the World Bank, and submit them on completion.

5.4 Incident Reporting and Corrective Actions

Contractors shall immediately report environmental, social, occupational health and safety, community health and safety, patient safety and labour-related incidents occurring in connection with the works to the Supervising Engineer and the PMU.

Serious incidents, including fatalities, serious injuries, fires, injury to a patient, staff member or visitor, interruption of a critical service to a clinical area beyond the agreed duration, discovery of unexploded ordnance, major environmental incidents, SEA/SH allegations, or other serious project-related events, shall be escalated immediately to the PMU and reported to the World Bank in accordance with the applicable project requirements.

Any interruption of a critical service to a clinical area beyond the agreed duration, and any suspected healthcare-associated infection linked to the works, shall be treated as a serious incident. The activity concerned shall be stopped, the hospital administration notified, and the activity resumed only when the Supervising Engineer and the hospital are satisfied that the cause has been corrected.

Reporting Timelines:

- Incidents shall be reported to the Supervising Engineer and the PMU promptly and in any event within 24 hours.
- Serious incidents shall be escalated immediately to the PMU and reported to the World Bank in accordance with project requirements.
- Discovery of unexploded ordnance or of suspected asbestos-containing material shall trigger an immediate stop-work and notification before any further work in the affected area.
- SEA/SH incidents shall be handled confidentially and in accordance with the project SEA/SH procedures and survivor-centred principles.

Incident Follow-up and Corrective Actions:

- Incidents shall be reviewed and investigated to identify causes and the corrective measures required.
- Corrective actions shall be proportionate to the nature and severity of the incident or non-compliance.
- Immediate measures shall be implemented where necessary to address ongoing risks, including suspension of the activity concerned.
- Corrective actions shall be tracked to completion and verified by the Supervising Engineer or the PMU.
- Relevant records shall be maintained throughout implementation.

Grievance Management:

- Worker and community grievances shall be received, recorded, addressed and tracked in accordance with the applicable project grievance mechanisms.
- Grievances relating to the interruption of medical services or to patient safety shall be prioritised and responded to within the period agreed with the hospital administration.
- Grievances shall be handled confidentially where required, and complainants informed of the outcome.
- SEA/SH grievances shall follow the dedicated confidential and survivor-centred procedures established under the project.
- Grievance records shall be maintained and made available to the PMU for monitoring purposes.

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ANNEX I – ENVIRONMENTAL AND SOCIAL SCREENING BY WORK TYPE

The summary screening in Section 3 covers the subproject as a whole. The tables below screen each work type separately, in the classification of Section 2.3, and carry only the questions that arise for that type together with the justification particular to it. Screening Questions not reproduced under a specific Work Type are those screened / considered as not applicable to it; the full list of questions and the overall position are given in Section 3.

Work Type 1 — Civil and architectural works

Screening Question	Yes	No	Supporting Notes / Screening Justification
Will the activity generate significant noise or vibration?	X		Demolition, breaking out of finishes, coring and roof stripping inside or next to occupied wards. At Tebnine, breaking out of masonry walls and of the slab on grade for the PET-CT unit.
Will the activity involve excavation, soil disturbance or the generation of spoil?	X		Shallow foundations for the perimeter fences rebuilt at Nabatieh (about 100 m) and Marjayoun (about 230 m). At Tebnine, excavation and backfilling for the wall footings of the PET-CT unit inside the existing building.
Will the activity generate dust, fumes, odours or other temporary air emissions?	X		Demolition, plaster removal, sanding, cutting of tiles and ceilings, bitumen and membrane works, paints and solvents. Breaking out of the slab, concrete works and cutting of lead sheet and cement board for the PET-CT unit at Tebnine.
Will the activity generate solid waste?	X		Demolition rubble (of the order of 20 m³ at each of Tebnine, Hasbaya and Marjayoun), roofing membranes and tiles, doors, windows, glazing, ceilings, curtains and packaging. Rubble, excavated soil and lead sheet offcuts from the PET-CT unit at Tebnine.
Will the activity involve or potentially encounter hazardous materials?	X		Suspect asbestos-containing roof sheets, floor tiles and lagging, and lead-based paint in older buildings, to be presumed hazardous until surveyed; bitumen primers, solvents and adhesives. Metallic lead sheet for the PET-CT shielding at Tebnine.
Will workers be exposed to physical hazards?	X		Work at height on roofs (about 3,300 m² of waterproofing), façades, steel sheds and scaffolds; falling objects; collapse of damaged elements during demolition; manual handling of doors and glazing. Excavation, concrete works and manual handling of heavy lead sheets and lead-lined doors for the PET-CT unit.
Will workers be exposed to chemical hazards?	X		Bitumen, primers, solvents, epoxies, paints and adhesives applied in occupied buildings. Lead dust

Screening Question	Yes	No	Supporting Notes / Screening Justification
			and fumes from cutting or drilling lead sheet; cement and concrete.
Could workers encounter unexploded ordnance or explosive remnants of war?	X		Debris, roofs and fence lines of hospitals damaged during the conflict may contain UXO/ERW.
Could the activity increase the risk of healthcare-associated infection for patients?	X		Dust released next to operating theatres, ICU/CCU, neonatal and dialysis units can carry Aspergillus spores to immunocompromised patients.
Could the activity create general site hazards for patients, staff, visitors or community members?	X		Scaffolds, open roofs, falling objects, temporary partitions and wet floors in corridors used by patients.
Could the activity compromise fire safety or the emergency evacuation of the hospital?	X		Torch-applied roof membranes, and obstruction of escape routes by works in corridors and stairs. New walls and fire-rated doors of the PET-CT unit must maintain the fire compartmentation.
Could the activity affect the radiation protection of patients, staff or the public?	X		Incomplete lead shielding of the PET-CT rooms at Tebnine would expose adjoining areas once the unit is in service; the shielding is inspected before it is covered and surveyed before acceptance.
Could the activity affect the privacy, dignity or confidentiality of patients?	X		Workers present in wards and examination rooms during finishing works.

Work Type 2 — Mechanical works

Screening Question	Yes	No	Supporting Notes / Screening Justification
Will the activity generate significant noise or vibration?	X		Installation of the chiller and rooftop plant, and plant operation during testing.
Will the activity generate solid waste?	X		Replaced split units, air-handling units, boilers and sanitary fixtures, insulation and pipework.
Will the activity involve or potentially encounter hazardous materials?	X		Refrigerants in the replaced units, old pipe insulation that may contain asbestos, and treatment chemicals of the reverse-osmosis unit.
Will the activity generate wastewater or other liquid discharges?	X		Water drained from heating, cooling and water systems, and sewage from drainage repairs.
Could the activity release refrigerants or other ozone-depleting substances?	X		Recovery of refrigerant from about 35 split units, the fan-coil and air-handling units and the 40-ton chiller at Tebnine, and from units maintained at the other hospitals.
Will workers be exposed to physical hazards?	X		Lifting of the chiller and rooftop units, work in ceiling voids and at height, hot work on pipework.

Screening Question	Yes	No	Supporting Notes / Screening Justification
Will workers be required to enter confined spaces?	X		Entry into water tanks, ducts and plenums, and plant rooms with poor ventilation.
Will workers potentially be exposed to biological hazards?	X		Contact with sewage and with contaminated ducts and filters; stagnant water in tanks and risers (Legionella).
Could the activity interrupt health-care services or critical hospital utilities?	X		Isolation of heating, cooling, ventilation, water and fire protection to clinical areas, including the negative-pressure isolation at Tebnine and the ventilation of the operating rooms at Hasbaya and Marjayoun. New oxygen, vacuum and compressed-air outlets of the PET-CT unit at Tebnine connected to the hospital medical gas systems.
Could the activity increase the risk of healthcare-associated infection for patients?	X		Contaminated ducts and water systems, and loss of pressure control in isolation rooms and theatres.
Could the activity compromise fire safety or the emergency evacuation of the hospital?	X		Temporary isolation of fire pumps, hose reels and the automatic fire-fighting system while they are rehabilitated.

Work Type 3 — Electrical works

Screening Question	Yes	No	Supporting Notes / Screening Justification
Will the activity generate significant noise or vibration?	X		Generator sets of 150 to 650 kVA operating next to wards during testing and in service.
Will the activity generate solid waste?	X		Removed cables, fittings, panels and lighting, and about 284 damaged photovoltaic modules at Tebnine, which are electrical and electronic waste.
Will the activity involve or potentially encounter hazardous materials?	X		Diesel fuel for the generating sets and fuel storage.
Is contaminated soil or land known or suspected within the work area?	X		Fuel spillage at the generator and fuel-storage areas.
Will workers be exposed to physical hazards?	X		Lifting and positioning of the generating sets; work at height on ceilings, façades (CCTV) and the photovoltaic array.
Will workers be exposed to electrical hazards?	X		Works on live hospital installations, panel boards, generator changeover and backfeed, and photovoltaic strings energised in daylight.
Could the activity interrupt health-care services or critical hospital utilities?	X		Interruption of electricity to clinical areas, including life-support equipment, during changeover; fire alarm and nurse call out of service while replaced.
Could the activity compromise fire safety or the emergency evacuation of the hospital?	X		Fire alarm system out of service during replacement; fuel fire at generator areas. Fire-alarm conduits of the PET-CT unit at Tebnine.

Screening Question	Yes	No	Supporting Notes / Screening Justification
Could the activity affect the privacy, dignity or confidentiality of patients?	X		Positioning of CCTV cameras near examination, treatment and toilet areas.

Work Type 4 — Testing, commissioning and handing over

Screening Question	Yes	No	Supporting Notes / Screening Justification
Will the activity generate wastewater or other liquid discharges?	X		Flushing and disinfection water from water systems, discharged to the hospital sewer with controlled residual chlorine.
Will the activity generate significant noise or vibration?	X		Load testing of generating sets and test running of plant.
Will workers be exposed to chemical hazards?	X		Disinfection chemicals used for water systems.
Will workers potentially be exposed to biological hazards?	X		Aerosols from flushing water systems that have been stagnant (Legionella).
Could the activity interrupt health-care services or critical hospital utilities?	X		Return to use of areas or systems not fully tested or cleaned.
Could the activity increase the risk of healthcare-associated infection for patients?	X		Contaminated water or ventilation reaching patients if systems are returned to use without flushing, disinfection and cleaning.
Could the activity compromise fire safety or the emergency evacuation of the hospital?	X		False alarms and unplanned evacuation during fire-alarm testing in occupied buildings.

General Requirements — site establishment and management (cross-cutting)

Screening Question	Yes	No	Supporting Notes / Screening Justification
Could workers encounter unexploded ordnance or explosive remnants of war?	X		No hospital may be opened to works without written LAF/LMAC confirmation; the clearance interface governs when each hospital can be mobilised.
Could the activity increase risks related to communicable disease or inadequate hygiene and sanitation?	X		The workforce is modest and largely locally recruited; welfare facilities, potable water and sanitation are required of the Contractor under the General Requirements Bill.
Will contracted or subcontracted workers be engaged?	X		The Works are executed by a single contractor and may involve subcontracting within the limit permitted by the Conditions of Contract.
Is there a risk of child labour, forced labour, discrimination or unequal treatment?	X		Preventive controls, age verification and contractual commitments are required of the Contractor and of every subcontractor.

Screening Question	Yes	No	Supporting Notes / Screening Justification
Is there potential for SEA/SH risk associated with worker interaction with patients, staff or the community?	X		Works proceed in occupied hospitals, creating interaction between the workforce, patients, staff and visitors.
Could the activity result in differentiated risks or impacts for women and girls?	X		Women and girls are the majority of the users of maternity, paediatric and neonatal services and of the nursing staff.
Could the activity affect access to health care for vulnerable or returning households?	X		Any closure of a department is to be agreed with the hospital and the MoPH, with temporary arrangements for the patients concerned.
Could contractor vehicles, deliveries or movement of materials create traffic or pedestrian safety risks?	X		Deliveries, debris removal and cranes within compounds shared with ambulances, patients and visitors.
Will stakeholder notification or coordination be required?	X		Coordination with the MoPH, the hospital administrations, staff, patients and visitors, the municipalities, the Governorate, LAF/LMAC and the Ministry of Environment.
Are grievance mechanisms required for workers and affected communities?	X		The project community GRM and the Worker GRM shall remain accessible at each of the four hospitals throughout implementation.

APPENDIX C
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) 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 the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank 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 the Bank 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 the Bank 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 Bank 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: _____

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_____ 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: _____

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: **The International Bank for Reconstruction and Development (The World Bank)**
GCC 1.1 (p)	Defects Liability Period is **One Year**. The contractor is responsible for remedying defects arising from faulty materials, workmanship, or non-compliance with the contract. This obligation, however, excludes damage, or loss resulting from acts of war, as well as any damage caused by third parties or by works carried out without the instruction or approval of the Project Manager. Such excluded events shall not be deemed the responsibility of the contractor during the Defects Liability Period.
GCC 1.1 (r)	The Employer is **The Council for Development and Reconstruction (CDR)** **Tallet Al-Serail, Beirut** **Lebanon**
GCC 1.1 (t)	"**In writing"** or "**written"** means hand-written, type-written, or printed, and resulting in a permanent record.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be the following date: 150 days after the Commencement date.
GCC 1.1 (y)	The Project Manager is **to be nominated in due course**.
GCC 1.1 (aa)	The Site is located in South Lebanon and comprises the premises of Tebnine Governmental Hospital (Caza of Bint Jbeil), Nabatieh Governmental Hospital (Caza of Nabatieh), Hasbaya Governmental Hospital (Caza of Hasbaya) and Marjayoun Governmental Hospital (Caza of Marjayoun).
GCC 1.1 (dd)	The Start Date shall be the date at which the following precedent conditions have all been fulfilled and the PM'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, and if required, approval of the Contract by relevant authorities of the Country; (b) effective access to and possession of the Site given to the Contractor as required for the commencement of the Works

	(c) receipt by the Contractor of the Advance Payment provided that the corresponding bank guarantee has been delivered by the Contractor. (d) Contractor submittal of Performance Guarantee.
GCC 1.1 (hh)	The Works consist mainly of the following: Site preparation, demolition and removal of debris, Masonry, concrete and metal works, and thermal and moisture protection including roof waterproofing. Repair and replacement of doors, windows and aluminium and glazed elements. Internal and external finishes, including plastering, tiling, suspended ceilings and painting, and furnishings, including hospital furniture where so described in the Bills of Quantities. Rehabilitation of mechanical engineering services, including plumbing, sanitary installations, HVAC and fire fighting. Rehabilitation of electrical engineering services, including lighting, panel boards, fire alarm, CCTV, nurse call, telephone, solar power and standby generation. Civil, mechanical and electrical works of the PET-CT unit at Tebnine Governmental Hospital, including the lead radiation shielding. Testing and commissioning of the rehabilitated installations, and handing over of the as-built drawings and operating and maintenance manuals.
GCC 2.2	Sectional Completions are: **N/A**
GCC 2.3(i)	The following documents also form part of the Contract: **Environmental and Social Management Plan (ESMP) Checklist and Occupational Health and Safety (OHS) Management Plan.**
GCC 3.1	The language of the contract is the ***English Language*** The law that applies to the Contract is the law **of the Republic of Lebanon**.
GCC 4.1	The PM shall obtain the specific approval of the Employer before taking any of the following actions: (a) Issuing any instruction resulting in substantial changes of the works, or an increase of the Accepted Contract amount and/or extension of time for completion. (b) Proceeding to determinations; (c) Issuing Interim Payment Certificate.

	(d) Issuing Taking-over Certificates in respect of the Works under Clause 58;.
GCC 3.3	As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, the Contractor agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.
GCC 5.1	The Project manager **may not** delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: the supplier appointed by the Employer under the separate contract for the Supply and Installation of Medical Equipment for the same hospitals. The Contractor shall cooperate with that supplier and afford it access to the Site for the delivery and installation of the equipment.
GCC 13.1	The minimum insurance amounts and deductibles (In Fresh Dollars) shall be (a) for loss or damage to the Works, Plant and Materials: 50,000 USD (Fifty Thousand USD) / occurrence. (b) For loss or damage to Equipment: 10,000 USD (Ten Thousand USD) / occurrence (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 50,000 USD (Fifty Thousand USD) / occurrence. (d) for personal injury or death: (i) of the Contractor's employees: *250,000 USD (Two Hundred and Fifty Thousand USD) / occurrence*. (ii) of other people: *250,000 USD (Two Hundred and Fifty Thousand USD) / occurrence*.
GCC 14.1	Site Data are: The following is added at the end of the Sub-Clause: "The Contractor shall comply with the requirements and regulations of the **"Environmental and Social Management Plan Checklist and Occupational Health and Safety (OHS) Management Plan"** of the Bidding Documents and shall allow and include in the Contract Rates and/or Contract Price all related costs thereto. In case of noncompliance by the Contractor, the Employer and/or the Project Manager will take specific measures and actions, and will deduct from payments due to the Contractor the amount specified in Sub-Clause 3.2 "Deductions from Payments" of Appendix 1 "CDR Safety, Health and Environmental Regulations"
GCC 20.1	The Site Possession Date(s) shall be: **Not later than Start Date**

GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: **The Lebanese Arbitration Center at the Chamber of Commerce, Industry and Agriculture of Beirut and Mount Lebanon (CCIAB).**
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: ***to be determined in due course***.
GCC 24.4	Any dispute in respect of which amicable settlement has not been reached within 60 days, shall be finally settled according to the appropriate procedure stated herein: (a) where the Contractor is a national of Lebanon or a company established in accordance with the laws of Lebanon, the dispute shall be finally settled by arbitration, under the Rules of Arbitration of the Lebanese Arbitration Center of the Chamber of Commerce, Industry and Agriculture of Beirut and Mount Lebanon (CCIA-BML). Arbitration shall be heard by (1) one arbitrator appointed in accordance with the said Rules of Arbitration. The place of arbitration shall be Beirut, Lebanon. The language of Arbitration shall be the English language. The Applicable law shall be the Lebanese Law. The Award of Arbitration shall be final and binding. (b) Where the Contractor is not a national of Lebanon or a non-Lebanese company, the dispute shall be finally settled under the UNCITRAL rules. Arbitration shall be heard by an Arbitral Tribunal of three (3) arbitrators. Each Party to the Contract shall appoint one arbitrator within thirty (30) days from the Notice of Arbitration by one Party to the other. The two appointed arbitrators shall then jointly appoint a third arbitrator as Chairman of the Arbitral Tribunal. If the arbitrators appointed by the Parties do not succeed in appointing a third arbitrator within 60 days after the latter of the two arbitrators of the two has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce. The place of arbitration shall be Cairo Arbitration Center, Egypt. The language of Arbitration shall be the English language. The Applicable law shall be the Lebanese Law. The Award of Arbitration shall be final and binding. According to the law No. 440 dated 29/7/2002, the validity of this clause (items (a) and (b)) is subject to the issuing of a decree by the Council of Ministers authorizing the Employer to go to arbitration for the settlement of disputes. CDR will communicate in writing with the Council of Ministers for issuing the mentioned decree, regarding this matter. In the absence of such

	decree the disputes between the parties shall be deferred to the competent Lebanese Courts.”.
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within ***28*** days from the date of the Letter of Acceptance.
GCC 30.3	The period between Program updates is ***56*** days. The amount to be withheld for late submission of an updated Program is **5% from the gross value of the subsequent interim payment certificate until the Contractor complies with the requirement in question.** The period for submission of progress reports is 30 days.
C. Quality Control	
GCC 38.1	The Defects Liability Period is: **365 days**.
D. Cost Control	
GCC 42.7	**N/A**
ADD 42.8	As stipulated in Article 29 (The contract value and the conditions of its modification) of the Public Procurement Law 244 dated July 19, 2021, any information upon modification of the contract value shall be published on CDR website, and on the central electronic platform of the Public Procurement Authority.
GCC 45.1	The financing charges shall be calculated as follows: simple annual interest rate **“Secured Overnight Financing Rate (SOFR) +2%.**
GCC 48.1	The currency of the Employer’s Country is: **Lebanese Pound LBP.**
GCC 49.1	The Contract ***is not*** subject to price adjustment in accordance with GCC Clause 45.
GCC 50.1	The proportion of payments retained is ***10 percent.***
GCC 51.1	The liquidated damages for the whole of the Works are **0.1 % of the Contract Price** per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 52.1	The Bonus for the whole of the Works is 0% of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is 0% of the final Contract Price.
GCC 53.1	The Advance Payments shall be: **15% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted**

	Contract Amount is payable and shall be paid to the Contractor no later than ***start date***
GCC 54.1	**The performance security will be in the form of a "performance bank Guarantee" in the amount(s) of five percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. This guarantee shall be in fresh USD and shall be submitted within a period of ten (10) days after the date of the Letter of Acceptance.**
E. Finishing the Contract	
GCC 60.1	The date by which operating and maintenance manuals are required is not later than the date of issuing the request for taking over of works but not later than 28 days after completion of works. The date by which "as built" drawings are required is not later than the date of issuing the request for taking over of works but not later than 28 days after completion of works. The Contractor will submit two copies: prints all in bound sets and in Digital Form (CD) from which clear prints can be made.
GCC 60.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is 5% of the contract price.
GCC 61.2 (g)	The maximum number of days is: ***50 days***.
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is ***10 percent of Contract Price***.

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Section X - Contract Forms

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Notification of Intention to Award

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]

[*Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form*]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]
Contract price:	[*insert contract price of the successful Bid*]

2. Other Bidders ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]***

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]
[*insert name*]	[*insert Bid price*]	[*insert evaluated price*]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why <u>this</u> Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Employer*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Employer*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

To: **[*insert complete name of Employer*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.
Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: *[*insert complete name of the Bidder*]_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[*insert complete name of person duly authorized to sign the Bid*]_____

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]_____

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]_____

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]_____

[*] In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.
[**] Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[on letterhead paper of the Employer***]***

. . . . . ***[date]***. . . . . .

To: . . . . . ***[name and address of the Contractor]*** . . . . . .

Subject: . . . . . ***[Notification of Award Contract No]***. . . . . .

This is to notify you that your Bid dated . . . ***[insert date]*** . . . for execution of the . . . . . ***.[insert name of the contract and identification number, as given in the PCC]*** . . . . . for the Accepted Contract Amount of . . . . . ***.[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X - Contract Forms, of the bidding document.
[Choose one of the following statements:]

We accept that _____***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator.

[or]

We do not accept that _____***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC Sub-Clause 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . ., ..., between . . . . . ***[name of the*** Employer***]***. . . . . (hereinafter "the Employer"), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . ***[name of the Contract]***. . . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the addenda Nos _____(if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including appendix;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities; [1] and

(i) any other document listed in the PCC as forming part of the Contract, but not limited to;

i. the ES Management Strategies and Implementation Plans**;** and

ii. Code of Conduct for Contractor's Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

[1] In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . ***[name of the borrowing country]***. . . . .on the day, month and year specified above.

Signed by:	Signed by: .....
for and on behalf of the Employer	for and on behalf the Contractor
in the presence of:	in the presence of: .....
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

Performance Security

Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of* Employer*]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of _ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*[1] in fresh USD such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Performance Security

Option 2: Performance Bond (Not Applicable)

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Contractor") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 _____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of* Employer*]*

Date: *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of* Employer*]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[2] *Insert the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Official Use Only

Conditions of Contract **Appendix 1**

Safety, Health and Environmental Regulations

Council for Development and Reconstruction
Beirut, Lebanon

Rev 3.1 Nov. 07

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 Environment Regulations

Preamble

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

PART I - General Safety, Health and Environmental Regulations;

PART II - Supplementary Safety, Health and Environmental Regulations.

PART II shall have priority over PART I.

Part I

General Safety, Health and Environmental Regulations

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Annex 3 Sample Contractor's Site Check List

Part I

General Safety, Health and Environmental Regulations

1 Introduction

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

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

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

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

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

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

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

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

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

2 Compliance with Regulations

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

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

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

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

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

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

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

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

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

a) in lieu of independent test certificates:

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

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

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

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

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

3 Failure to Comply with Regulations

3.1 General

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

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

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

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

(i) the nature of the failure or failures;

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

(iii) the amount to be deducted.

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

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

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

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

3.2 Deductions from Payments

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

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

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

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

3.2.3 Deductions from payments will be applied as follows:

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

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

4 General Requirements

4.1 Preamble

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

4.2 Safety Officer

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

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

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

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

4.3 Safety Training

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

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

4.4 Safety Meetings

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

4.5 Safety Inspections

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

4.6 Control of Substances Hazardous to Health

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

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

4.7 Potential Hazards

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

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

4.8 Accident Reporting

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

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

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

4.8.4 The Contractor shall immediately rectify any situation or condition that could result in injury, damage or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the

Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment.

4.9 Notices, Signs, Etc

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

4.10 First Aid and Medical Attention

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

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

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

4.11 Employee Qualifications and Conduct

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

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

4.11.3 The Contractor shall ensure:

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

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

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

4.12 Security

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

5 Safety Requirements

5.1 Personal Protective Equipment

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

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

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

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

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

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

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

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

5.2 Fire Protection and Prevention

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

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

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

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

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

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

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

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

5.2.8 Smoking shall be banned in high-risk areas.

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

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

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

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

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

5.2.14 Fuel burning engines shall be shut off while being refueled

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

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

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

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

5.3 Electrical Safety

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Oxygen/Acetylene/Fuel Gases/Cartridge Tools

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

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

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

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

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

5.5 Scaffolding/Temporary Works

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

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

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

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

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

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

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

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

5.6 Use of Ladders

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

5.6.2 Job made ladders shall not be permitted.

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

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

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

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

5.7 Elevated Work

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

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

5.7.3 Roofing & Sheet Material Laying

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

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

5.7.4 Erection of Structures

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

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

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

5.7.5 Mobile Elevating Work Platforms

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

5.7.6 Hoists

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

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

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

5.7.7 Suspended Cradles

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

(b) Suspended cradles shall comply with local regulations.

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

5.8 Use of Temporary Equipment

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

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

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

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

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

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

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

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

5.8.9 Cranes:

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

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

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

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

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

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

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

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

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

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

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

5.9 Locking-out, Isolating, and Tagging of Equipment

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

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

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

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

5.10 Installation of Temporary or Permanent Equipment

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

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

5.11 Laser Survey Instruments

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

5.12 Working in Confined Spaces

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

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

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

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

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

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

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

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

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

5.13 Demolition

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

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

5.14 Use of Explosives

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

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

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

"DANGER - EXPLOSIVES"

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

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

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

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

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

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

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

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

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

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

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

5.15 Excavation and Trenching

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

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

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

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

A sample Excavation Permit is given in Appendix 1.

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

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

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

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

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

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

5.15.8 The Contractor shall:

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

(b) provide and maintain during the execution of the Works all shoring, strutting, needling and other supports as may be necessary to preserve stability of buildings, whether new or existing, on the

site or adjoining property that may be endangered or affected by the Works.

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

5.16 Concrete Reinforcement Starter Bars

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

6 Environmental and Health Requirements

6.1 Protection of the Environment

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

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

6.2 Air Pollution

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

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

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

6.3 Water Pollution

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

6.4 Solid Waste

6.4.1 General Housekeeping

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

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

6.4.2 Rubbish Removal and Disposal

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

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

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

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

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

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

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

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

6.4.3 Asbestos Handling and Removal

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

6.4.5 Pest Control

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

6.5 Noise Control

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

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

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

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

6.6 Protection of Archaeological and Historical Sites

6.6.1 Excavation in sites of known archaeological interest shall 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 shall be present until the responsible authority takes over.
d) Notify the responsible foreman/archaeologist. Who in turn shall 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 shall be secured by means of dowels driven into the ground.

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

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

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

8 Contractor's Site Check List

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

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

9 Protection of Other Property and Services

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

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

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

9.4 Existing Services
The Contractor shall:

(a) notify all service authorities and private owners before commencing any work which may affect or damage existing drains and services and observe all service authorities' regulations and/or recommendations work adjacent to existing services.
(b) ascertain the positions of all services not indicated in the Contract Documents and check the positions of those which are so indicated.
(c) adequately protect, maintain and prevent damage to all services and shall not interfere with their operation without the consent of the service authority or owner.

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

9.5 Adjoining Property
The Contractor shall:

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

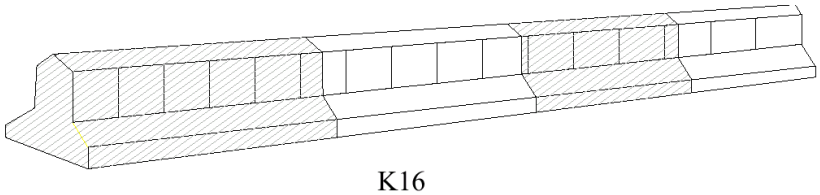
9.6 Existing Condition of roads, paths, features, services and adjoining property which is at risk from damage shall be recorded by photographs or surveys as appropriate.

9.7 Occupied Premises
The Contractor shall:

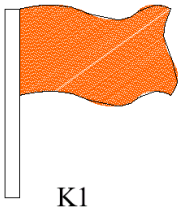
(a) where the works are to be carried out in or around occupied premises ascertain the times and nature of the occupation and use. Carry out the Works with minimum inconvenience, nuisance and danger to the occupants and users.

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

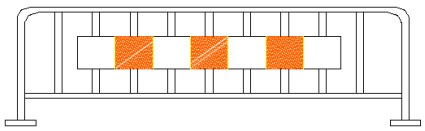
TEMPORARY TRAFFIC CONTROL DEVICES



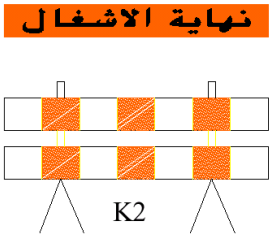
K16



K1



K2



K2



K5a



K8



K13b

K5c

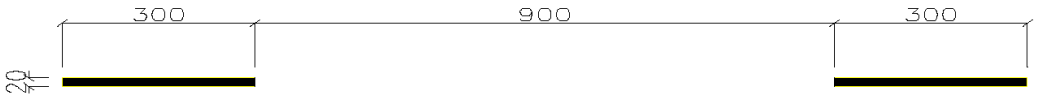
TEMPORARY MARKING

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



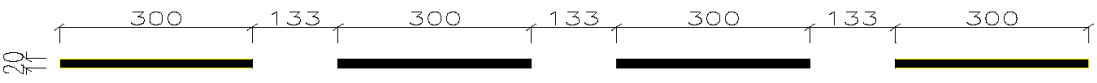
FOR CONTINUOUS EDGE LINE AND FOR SEPARATING THE TRAFFIC IN OPPOSITE DIRECTIONS

MR2 TEMPORARY



FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

TYPE T1

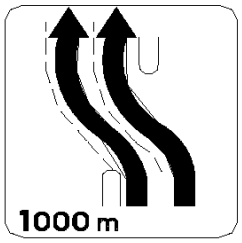


FOR SEPARATING THE TRAFFIC IN THE SAME DIRECTION

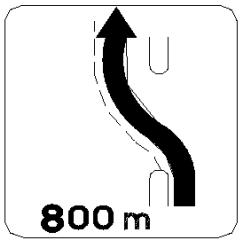
TYPE T3

TEMPORARY GUIDE SIGNS

BLACK TEXT AND GRAPHICS ON YELLOW SIGN PLATE

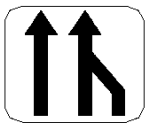


KD8

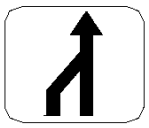


NOTICE PAVEMENT CHANGE

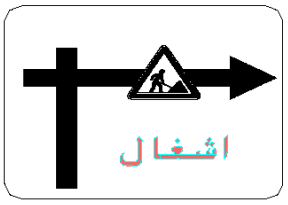
KD8



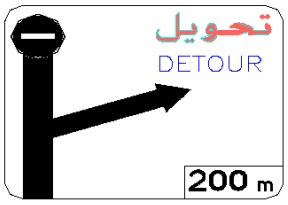
KD10



KD10



KD2



NOTICE THE DIVERSION

KD2



NOTICE REDUCTION IN NUMBER OF LANES

KD10



KC1



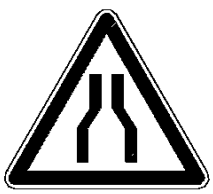


KD5

TEMPORARY WARNING SIGNS



AK2



AK3



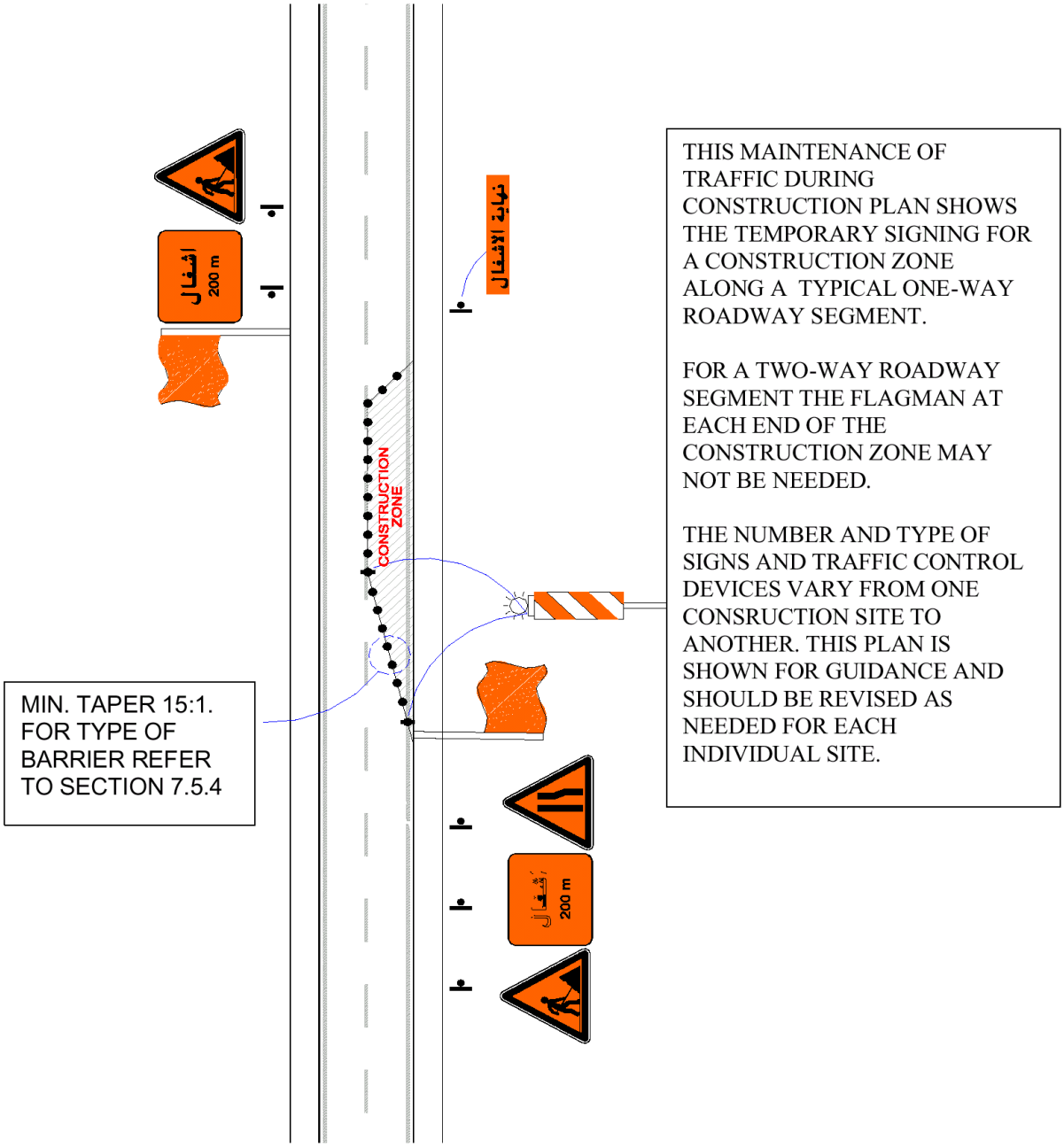
AK22a



AK5

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

TEMPORARY ROAD WORKS
MAINTENANCE OF TRAFFIC DURING CONSTRUCTION TYPICAL LANE CLOSURE



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

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

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

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

Annex 1

Sample Excavation Permit

To: ..... (Engineer)

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

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

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

Work to start on:

Existing services have been checked and identified by:

Drawings	#	Physical Survey	#
Catscan	#	Trial Holes Excavation	#

Signed (Contractor): .....

Approval of Engineer

The above excavation may proceed, subject to the following:

Services to be maintained:

Services to be isolated before work proceeds:

Other matters:

Signed (Engineer): .....

Date: .....

Annex 2

Sample Street Closure Permit

To: ..... (Engineer)

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

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

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

Street(s):

Reasons:

Proposed diversions:

Signed (Contractor): .....

Approval of the Engineer

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

Approval has been given by relevant authorities and the police;

Other:

Signed (Engineer): .....

Date: .....

Annex 3

Sample Contractor's Site Check List

Safe Access:

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

Ladders:

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

Scaffolding:

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

Excavation:

- underground services to be located and marked and precautions taken to avoid them
- adequate and suitable timber, trench sheets, props and other supporting materials available on site before excavation starts

- safe method for erecting/removal of timber supports
- sloped or battered sides to prevent collapse
- daily inspections after use of explosives or after unexpected falls of materials
- safe access to excavations (eg sufficiently long ladder)
- barriers to restrict personnel/plant
- stability of neighbouring buildings risk of flooding
- materials stacked, spoil and vehicles away from top of excavations to avoid collapse
- secured stop blocks for vehicles tipping into excavations

Roof work:

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

Transport and mobile plant:

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

Machinery and equipment:

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

Cranes and lifting appliances:

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

Electricity:

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

Cartridge operated tools:

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

Falsework/formwork:

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

Risks to the Public:

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

Fire - general:

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

Fire - flammable liquids:

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

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

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

Fire - other combustible materials:

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

Noise:

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

Health:

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

Manual handling:

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

Protective clothing:

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

Welfare:

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

Work in Public Areas

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

APPENDIX 2: VAT MANDATE - VALUE ADDED TAX
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 Lebanese State:
The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.

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

5- Methods of VAT refund for contracts totally financed by foreign sources:
The contracts totally financed by foreign sources shall be exempted from the VAT. 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 # 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR; ; and amended as per Law No. 64 dated 26/10/2017.