Immediate Airfield Rehabilitation at

René Mouawad Airport

INSTRUCTIONS TO TENDERERS

PL250359-FD-CON-15A-PMC-01 REV 1

November 2026

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Immediate Airfield Rehabilitation at René Mouawad Airport

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EVALUATION CRITERIA

INSTRUCTIONS TO TENDERERS

1. Scope of Tender

The Republic of Lebanon, Ministry of Public Works and Transport, Lebanese Civil Aviation Authority (LCAA), referred to as "the Employer", invites tenders for the execution, completion, testing, commissioning and remedying of defects of the Immediate Airfield Rehabilitation at René Mouawad Airport (Kleyat), Akkar, Lebanon.

1.1. Type of Contract:

The Contract shall be a remeasured construction contract based on the Employer's design, Drawings, Specifications, Method of Measurement and Bill of Quantities. The Accepted Contract Amount shall be calculated using the estimated BOQ quantities and accepted rates and prices, while the final Contract Price shall be determined through measurement and valuation in accordance with the Contract.

1.2. Project Description:

The project comprises a limited package of works to support the initial opening of Kleyat Airport for daytime operations under Visual Flight Rules (VFR). It focuses on the minimum work required to accommodate commercial civil aircraft, including pavement repairs, essential markings and signage, and the installation of a limited set of runway lights.
The project does not provide long-term solutions for pavement load-bearing capacity or other infrastructure, which remain part of future development plans.

1.3. The successful tenderer will be expected to complete the Works within twenty-five (25) calendar days from the Commencement Date.

1.4. Throughout the Tender Documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous, and "day" means calendar day. Where expressly used, 'working day' shall have the meaning assigned to it in Article 2 of Law No. 244/2021.

2. Tender Confidentiality

Tenderers shall protect information expressly identified as confidential and use it solely for preparing and submitting their Tenders. Disclosure may be made to personnel, advisers, financiers, insurers and proposed subcontractors who require it for that purpose and are bound by appropriate confidentiality obligations. This restriction does not apply to publicly available information or disclosure required by law.

2.1. The Tenderer represents and certifies that:

(a) The offer has not been knowingly disclosed directly or indirectly to any competitor or Employer's staff before the opening of proposals by the Employer.
(b) The financial terms have been established independently without consultation, communication, or agreement for the purpose of restricting competition or any matter relating to such prices with any competitor or other tenderer.

(c) No attempt has been made to induce any other company or person to submit or not to submit a proposal in response to this ITT for the purpose of restricting competition.

3. Interpretation of Tender Documents

Only written clarifications and addenda issued by the Employer under Sections 10 and 11 shall bind Tenderers. The Engineer may prepare or transmit such documents under the Employer's express authority. Oral statements shall not amend the Tender Documents.

4. Eligibility and Qualifications of the Tenderer

4.1 The Tenderer, or at least one Joint Venture member responsible for executing the relevant Works, shall demonstrate satisfactory completion, within the ten (10) years preceding the final tender submission deadline, of at least one contract involving pavement construction, rehabilitation or concrete pavement repairs relevant to the tendered Airport works. Supporting evidence shall identify the executing party, scope, execution dates and satisfactory completion. No minimum aggregate contract value is required.

4.2. The tenderers shall provide the following information on eligibility and qualifications with their tenders to demonstrate the capability and adequacy of their resources to carry out the Works:

1	The declaration (commitment) document, signed and stamped by the Tenderer, with stamps valued at 1,000,000.00 LBP (one million Lebanese Pounds only). The commitment must confirm the Tenderer's adherence to the price and the validity of the offer.	كتاب التعهد (التصريح) وفق النموذج المرفق موقّعًا وممهورًا من العارض مع طوابع بقيمة 1,000,000.00 ل.ل. فقط مليون ليرة لبنانية ويتضمن التعهد، تأكيد العارض لالتزامه بالسعر وبصلاحية العرض.
2	A Commercial Registry Extract or its legally equivalent document identifying the authorized signatory and providing a specimen of their signature.	إذاعة تجارية أو ما يعادلها قانونًا تبيّن صاحب الحق بالتوقيع ونموذج توقيعه.
3	Tender Security as per the enclosed template or a cash bond deposited with the Authority.	ضمان العرض وفقاً للنموذج المرفق أدناه أو كفالة نقدية تودع في صندوق المصلحة.
4	Copy of the Articles of Association of the Company, if applicable	نسخة عن عقد تأسيس الشركة / المؤسسة في حال وجودها.
5	A notarised power of attorney shall be submitted where the Tender is signed by a person other than the person authorised to sign according to the Commercial Registry Extract or legally equivalent document.	التفويض القانوني إذا وقّع العرض شخص غير الشخص الذي يملك حق التوقيع عن العارض بحسب الإذاعة التجارية، مصدق لدى كاتب بالعدل.
6	A comprehensive certificate issued by the Commercial Registry that includes details about: the founders, members, shareholders, authorized signatories, manager, capital, Tenderer's activities, and current updates/records.	إفادة شاملة صادرة عن السجل التجاري تظهر التفاصيل التالية: المؤسسين، الأعضاء، المساهمين، المفوضين بالتوقيع، المدير، رأس المال، أنشطة العارض، والتحديثات/السجلات الحالية.
7	A certificate issued by the competent court / Authority (Commercial Registry) confirming that the Tenderer is not bankrupt and not in	إفادة صادرة عن المحكمة المختصة / الجهة المختصة (السجل التجاري) تُثبت أن العارض ليس في حالة إفلاس وتصفية.

	judicial liquidation.	
8	A criminal record for the authorized signatory or "legal representative," not older than three months from the date of the Tender session, and free of any disgraceful judgment.	سجل عدلي للمفوض بالتوقيع أو "من يمثله قانوناً" لا يتعدى تاريخه الثلاثة أشهر من تاريخ جلسة التلزيم، خالٍ من أي حكم شائن.
9	A declaration from the Tenderer indicating the ultimate beneficial owner, down to the final level of ownership (any individual who directly or indirectly owns or effectively controls the activity of the Tenderer, whether the Tenderer is a natural or legal person). The declaration shall be submitted using Ministry of Finance Form M18.	تصريح من العارض يبيّن صاحب الحق الاقتصادي حتى آخر درجة ملكية (كل شخص طبيعي يملك أو يسيطرفعلياً في المحصلة النهائية على النشاط الذي يمارسه العارض، بصورة مباشرة أو غير مباشرة، سواء كان هذا العارض شخص طبيعي أو معنوي). تعبئة النموذج م18 الصادر عن وزارة المالية.
10	The integrity declaration form issued by the Public Procurement Authority, signed by the Tenderer in accordance with the proper procedures.	نموذج تصريح النزاهة الصادر عن هيئة الشراء العام مُوَقّع من العارض وفقاً للأصول.
11	A copy of the identification cards (ID/passport) of the ultimate beneficial owner(s).	نسخة عن بطاقات التعريف (هوية / جواز سفر) لصاحب (أصحاب) الحق الاقتصادي.
12	A copy of the identification cards (ID/passport) for each person representing the Tenderer (such as a legal agent, representative of a legal entity, or authorized signatory).	نسخة عن بطاقات التعريف (هوية / جواز سفر) لكل شخص يمثل العارض (من ينوب عن العارض في علاقته مع سلطة التعاقد: وكيل قانوني، ممثل الشخص المعنوي أو المفوّض بالتوقيع عنه...).
13	This Instructions to Tenderers and Conditions of Contract, signed on all pages with the Tenderer's signature and stamp	دفتر الشروط القانوني والإداري مؤشّرٌ وموقــّعٌ على جميع صفحاته بإمضاء وختم العارض.
14	Details of experience and past performance on works of a similar nature within the past ten years, projects in progress with their value, the value of outstanding works, date of start and anticipated date of completion, with supporting evidence(s)(Schedule 1).	تفاصيل الخبرة والاعمال السابقة ذات طبيعة مماثلة خلال السنوات العشر الماضية، والمشاريع الجارية مع قيمتها، قيمة الأعمال غير المنجزة، تاريخ البدء والتاريخ المتوقع للانتهاء، مع تقديم الأدلة الداعمة (جدول مرفق رقم 1)
15	Major Items of Equipment proposed for use in carrying out the Works (Schedule 2).	قائمة بالأجهزة والمعدات الرئيسية المقترحة لتنفيذ الأعمال (جدول مرفق رقم 2)
16	Qualifications and experience of key personnel proposed for the administration and execution of the Contract, both on and off Site (Schedule 3).	مؤهلات وخبرات الكوادر الرئيسية المقترحة لإدارة وتنفيذ العقد، سواء في الموقع أو خارجه (جدول مرفق رقم 3)
17	Project-specific organization chart reflecting key personnel proposed under Schedule 3. Also, provide the company organization chart showing company management and head office.	الهيكل التنظيمي الخاص بالمشروع يعكس الكوادر الرئيسية المقترحة ضمن جدول مرفق رقم 3. كما يجب تقديم المخطط التنظيمي للشركة الذي يظهر إدارة الشركة والمكتب الرئيسي
18	Proposals for sub-contracting parts of the Works (Schedule 4).	مقترحات تلزيم بعض الأعمال (جدول مرفق رقم 4)
19	Proposed List of Manufacturers/Suppliers, as applicable (Schedule 5).	قائمة بالمصنعين/الموردين المقترحين، حسب الاقتضاء (جدول مرفق رقم 5)
20	Programme and Method Statement (Schedule 6).	البرنامج والطريقة المقترحة لتنفيذ الأعمال (جدول مرفق رقم 6)
21	Stamped and Signed Audited Financial Statements of the past 3 years (Schedule 7).	تقارير التدقيق المالي المختومة والموقعة من خبير محاسبة للسنوات الثلاث الماضية (جدول مرفق رقم 7).
22	A statement in writing certifies that the Tenderer has visited the site and familiarized himself with all conditions which may affect	بيان كتابي يقر فيه المناقص بأنه زار الموقع وتعرّف على جميع الظروف التي قد تؤثر على مناقصته.

	his Tender.	
23	Tenderer's Quality Assurance Programme and HSE Plan.	برنامج ضمان الجودة وخطة الصحة والسلامة المهنية للمناقصة
24	Tenderer's Address: P.O BOX is not acceptable, complete Office address to be provided with name of contact person and business phone.	عنوان العارض: لا يُقبل عنوان صندوق البريد. يجب تقديم عنوان المكتب الكامل مع اسم جهة الاتصال ورقم الهاتف التجاري.
25	Any other information required to be submitted in accordance with the Conditions for Tender and the Specification.	أي معلومات أخرى مطلوبة لتقديمها وفقًا لشروط المناقصة والمواصفات.
26	The technical specifications booklet, signed on all pages with the Tenderer's signature and stamp.	دفتر المواصفات الفنية مؤشّرٌ وموقــّعٌ على جميع صفحاته بإمضاء وختم العارض.
27	The Drawings signed on all pages with the Tenderer's signature and stamp	الخرائط مؤشّرٌ وموقــّعٌ على جميعها بإمضاء وختم العارض.
28	A certificate issued by the Ministry of Economy and Trade confirming compliance with the provisions of the Law on the Boycott of the Israeli Enemy, for foreign companies.	إفادة من وزارة الاقتصاد والتجارة تثبت انطباق أحكام قانون مقاطعة العدو الإسرائيلي بالنسبة للشركات الأجنبية.
29	Foreign Tenderers shall submit a certificate of registration issued by the competent authorities in their home country, together with equivalent administrative certificates required under the Tender Documents, duly authenticated by the competent authorities.	يتوجب على العارضين الأجانب تقديم شهادة تسجيل صادرة عن المراجع المختصة في بلدهم، إضافةً إلى الإفادات الإدارية المعادلة المطلوبة بموجب مستندات التلزيم، مصدّقة حسب الأصول من المراجع المختصة.
30	A foreign Bidder shall satisfy one of the following conditions:	كما يتوجب على العارض الأجنبي استيفاء أحد الشرطين التاليين:
30.1	Be part of a Joint Venture including at least one Lebanese company meeting the conditions required by the Special Tender Conditions.	المشاركة ضمن ائتلاف أو تحالف يضمّ شركة لبنانية واحدة على الأقل تتوافر فيها شروط التأهيل المحددة في مستندات التلزيم
30.2	Appoint an authorised legal representative under a duly certified power of attorney to represent it in procurement procedures (and their resulting legal consequences) and sign the Contract on its behalf, with an address for service in Lebanon.	تعيين ممثل قانوني مفوّض بموجب وكالة قانونية مصدّقة حسب الأصول، يتولى تمثيله في إجراءات الشراء وما ينتج عنها من مفاعيل قانونية وتوقيع العقد، مع تحديد عنوان للتبليغ في لبنان.

	Additional documents for Lebanese Tenderers/Applicant	
1	A certificate of the Tender's registration with the VAT Directorate (or a certified true copy) if they are subject to it, or a certificate of non-registration if they are not subject to VAT. In the latter case, the Tenderer commits to their price even if they become registered with the Directorate during the execution period.	شهادة تسجيل العارض في مديرية الضريبة على القيمة المضافة (أو صورة طبق الأصل) إذا كان خاضعاً لها، أو شهادة عدم التسجيل إذا لم يكن خاضعًا، وفي هذه الحالة يلتزم العارض بسعره وإن أصبح مسجلًا في هذه المديرية خلال فترة التنفيذ.
2	A valid certificate of the Tenderer's registration with the Ministry of Finance – Directorate of Revenues (or a certified true copy) as of the date of the Tender session.	شهادة تسجيل العارض لدى وزارة المالية – مديرية الواردات (أو صورة طبق الأصل) صالحة بتاريخ جلسة التلزيم.
3	A clearance certificate from the National Social Security Fund, either comprehensive or valid for participation in public procurement, valid on the date of the tender opening session and	براءة ذمة من الصندوق الوطني للضمان الاجتماعي "شاملة أو صالحة للاشتراك في الصفقات العمومية" صالحة بتاريخ جلسة التلزيم تفيد بأن العارض قد سدد

	confirming that the Tenderer has paid all contributions due.	جميع اشتراكاته.
4	Certificate of quittance issued by the municipality where the tenderer's headquarters is located, as per the commercial registration certificate, confirming that all due municipal fees have been fully paid.	إفادة صادرة عن البلدية التي يقع المركز الرئيسي للعارض ضمن نطاقها بحسب شهادة التسجيل في السجل التجاري، تفيد بأنه سدد كامل الرسوم البلدية المتوجبة عليه.
5	Certificate from the Order of Engineers: The Tenderer shall enclose a certificate confirming the membership of its proposed engineers in his Project staff to the Orders of Engineers in Lebanon	شهادة من نقابة المهندسين تثبت عضوية المهندسين في فريق المشروع المقترح الى نقابة المهندسين في لبنان.
6	A duly signed and stamped undertaking to waive banking secrecy in favour of the Employer over the bank account into which any public funds relating to this Contract are deposited or transferred, pursuant to Council of Ministers Decision No. 17 dated 12 May 2020, using the form attached to the Tender Documents.	تعهّد موقّع ومختوم حسب الأصول برفع السرية المصرفية لصالح الجهة الشارية عن الحساب المصرفي الذي تُودَع فيه أو تُحوَّل إليه أي أموال عمومية متعلّقة بهذا العقد، عملًا بقرار مجلس الوزراء رقم 17 تاريخ 12 أيار 2020، وفقًا للنموذج المرفق بمستندات التلزيم.

4.3. Administrative certificates issued without an expiry date shall have been issued no more than one year before the tender-opening session, subject to their nature. The criminal record shall not be older than three months, and the NSSF clearance shall be valid on the opening date. Copies shall be duly authenticated as required.

4.4 Each JV member shall submit its applicable legal and administrative documents. Technical experience and resources shall be assessed under Sections 4.1 and 19 and the published criteria. Joint submissions shall bind all members and be signed by all members or their duly authorised lead member.

4.5. The Tenderer shall ensure that all submitted information is complete, accurate and authentic. Any clarification or completion of incomplete, incorrect or missing information or documents shall be subject to Section 26.3.

5. Tender Format

Tenderers shall use the Forms and Bill of Quantities provided in the Tender Documents without alteration. The Schedules may be extended, provided the same format is maintained.

6. One Tender per Tenderer

6.1. Each tenderer shall submit only one tender in the same tender process. No tenderer can participate in the same tender process as a subcontractor while submitting a tender individually or as a partner of a joint venture. A firm, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity. A tenderer who submits or participates in more than one tender will cause all proposals in which the tender has participated to be disqualified.

7. Cost of Tendering

7.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer will not be responsible to compensate for any expense or loss which may be incurred by the Tenderer in the preparation and submittal of his Tender, regardless of the conduct or outcome of the tendering process.

8. Site Visit

8.1 The Employer shall communicate the site-visit arrangements, booking procedure, access requirements and acceptable evidence of attendance to all prospective Tenderers on equal terms. Any clarification arising from a visit shall be circulated under Section 10.

8.2. The Tenderer shall visit and examine the Site of the Works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

8.3. The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer and his 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.

8.4. The Tenderer shall be deemed to have understood the nature of the Works and the circumstances pertaining to the Project, as well as all local customs and necessary authorizations, the required types of labour and labour conditions, and all other conditions related to the tender or which affect his tender prices. The Tenderer shall be deemed to have familiarized himself with the prevailing site conditions, duly considering the operational facility.

8.5. The Tenderers shall make independent inquiries as to the work forming the subject of the Project as well as the prevailing local conditions and must generally obtain their own information on all matters that may, in any way, affect the scope of work, prices, risks or obligations of the Tenderer, should the Contract be awarded to him. The Tenderer shall consider all such matters and possible contingencies affecting the entire scope of work.

9. Tender Documents

9.1. The Tender Documents comprise the documents listed below and any addenda issued to tenderers in accordance with Section 11 of these Instructions to Tenderers.

Volume 1	Instructions to Tenderers & Conditions of Contract (General and Particular)
Volume 2	Specifications
2-A	Division 1 – General requirements
2-B	Technical Specifications

Volume 3	Method of Measurement and Bill of Quantities
Volume 4	The Drawings

The order of priority of the above documents shall be as stated in Sub-Clause 1.5 of the Conditions of Contract

9.2. The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the tender submission will be at the tenderer's own risk. Pursuant to Section 26 of these Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the Tender Documents will be rejected.

10. Clarification of Ambiguities

10.1 A Tenderer may request clarification of the Tender Documents in writing no later than seven (7) days before the deadline for submission of Tenders. The request shall be addressed to the Employer at the contact address specified in the Tender Documents. The Employer shall respond in writing no later than four (4) days before that deadline. The clarification shall be communicated simultaneously to all Tenderers to whom the Employer has provided the Tender Documents, without identifying the Tenderer who submitted the request.

11. Amendment to Tender Documents

11.1. At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuing addenda.

11.2. Any amendment to the Tender Documents shall be issued before the submission deadline by written addendum, forming an integral and binding part of the Tender Documents. The Employer shall promptly communicate each addendum to all Tenderers to whom it has provided the Tender Documents and publish it on the central electronic platform of the Public Procurement Authority and on the Employer's website, if any.

11.3 Where a clarification or amendment materially changes the Tender Documents, the Employer shall publish the amended information and extend the submission deadline sufficiently to allow Tenderers to incorporate the changes.

12. Language of Tender

12.1. The Tender, and all correspondences and documents related to the Tender exchanged by the Tenderer and the Employer shall be written in the English or Arabic language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the tender, the English translation shall prevail.

13. Documents Comprising the Tender

13.1. The Tender submitted by the Tenderer shall comprise the following:

a) Priced Letter of Tender together with any offered discount and Appendix to Tender signed and stamped by the authorized signatory of the Tenderer

b) Evidence of the signatory's authority, including a notarised power of attorney where required under Section 4.2, item 5, and the Joint Venture authorisations required under Section 19, where applicable.

c) Tender Security.

d) Tender Conditions and Procedures, and Conditions of Contract - Part I and Part II (signed and stamped).

e) Technical Specifications (signed and stamped).

f) Method of Measurement and Priced Bills of Quantities. (signed and stamped)

g) Breakdown of Bill of Quantities Unit Rates and Prices (Refer to Sub-Clause 14.1 of the Conditions of Contract).

h) The Drawings (signed and stamped).

i) Information on eligibility and qualifications of the Tenderer as per Section 4 of these Instructions.

j) Addenda issued during the Tender Period.

and any other information required to be submitted in accordance with the Instructions to Tenderers and the Specification.

This provision does not exclude the priced Bill of Quantities, Letter of Tender, Appendix to Tender or other documents expressly incorporated into the Contract.

13.2 The Tenderer shall complete and submit all required documents, duly signed, stamped and dated as specified in the Tender Documents. Pricing shall be provided where required and included exclusively in Financial Submission. Any omission or deficiency shall be assessed in accordance with Sections 26.2–26.4.

14. Tender Prices

14.1 The Tender shall cover the whole of the Works defined in the Tender Documents on a remeasured basis. The Tenderer shall calculate its total Tender Price by applying its rates and prices to the estimated quantities and other pricing items stated in the Employer-issued Bill of Quantities.

14.2 The Tenderer shall fill in rates and prices for all items in the Bill of Quantities. Items for which no rate or price has been entered into by the Tenderer, will not be paid for separately when executed, but will be deemed to be covered by the other rates and prices in the Bill of Quantities.

14.3 The Bill of Quantities shall be read with the issued Drawings, Specifications and Method of Measurement. Descriptions may be abbreviated; all work expressly included in the relevant item by those documents shall be priced in its rate. Discrepancies shall be raised under Section 10 and resolved by published clarification or addendum. After award, document priority, measurement, valuation and variations shall be governed by the Contract; this provision does not remove a lawful entitlement arising under those provisions.

14.4 The Contract Price shall be determined from measured quantities valued at the applicable contractual rates and prices, together with variations and other adjustments permitted under the Contract and applicable law. Differences between estimated and measured quantities shall be accounted for under the measurement and valuation provisions. Remeasurement shall not authorise additional scope or expenditure without the approvals required by the Contract and applicable law. Price escalation shall apply only where an adjustment mechanism is expressly provided in the Tender Documents.

14.5 The Tender Price shall cover the defined Works and the incidental obligations expressly included in the documents issued. Work outside that scope shall not be imposed through a general inference. Any instructed change shall follow the contractual variation, measurement, valuation and statutory approval procedures.

14.6 The unit rates and prices in the Bill of Quantities shall include all duties, taxes and other levies payable by law, except Value Added Tax (VAT). VAT shall be calculated separately and stated in the Tender Price Summary. The total Tender Price shall include any applicable VAT.

14.7 The unit rates in the Bill of Quantities shall be used for changed or new work only where the contractual valuation provisions make them applicable. Where those conditions are not met, a new rate shall be determined under the Contract and the required approvals; similarity alone shall not automatically fix the rate.

14.8 Tenderer shall take into account the items described under Item 1.2 of the Instructions to Tenderers.

14.9 Any discount offered shall be unconditional and stated in the Letter of Tender and Tender Price Summary as a fixed amount or percentage. The Tenderer shall specify the method of applying the discount to the Bill of Quantities and submit the resulting discounted rates and prices. The discount and discounted rates and prices shall reconcile with the Tender Price Summary and shall be used to calculate the evaluated Tender Price and to value the Works on Remeasurement.

The Tender Price Summary should include fields for the amount before discount, discount, net amount excluding VAT, applicable VAT, and total Tender Price including VAT.

15. Currency of Tender and Payment

15.1 The unit rates and the prices shall be quoted by the Tenderer entirely in United States Dollars.

16. Validity of Tenders

16.1 Tenders shall remain valid for a period of 60 days from the latest tender submission date.

16.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A tenderer may refuse the request without forfeiting his tender security. A tenderer agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his tender security, for the period of the extension, and in compliance with Section 17 of these Instructions to Tenderers in all respects.

17. Tender Security

17.1 The Tenderer shall furnish, as part of its Tender, a Tender Security of fifteen thousand United States Dollars (USD 15,000), either in cash deposited with the Treasury or the Employer, or by an irrevocable bank guarantee issued by a Lebanese bank approved by Banque du Liban, payable on demand and in accordance with the form provided in the Tender Documents.

17.2 The Tender Security shall remain valid for at least eighty-eight (88) calendar days from the final Tender submission deadline, comprising the sixty-day Tender validity period plus twenty-eight (28) days. Following an extension, it shall remain valid for at least twenty-eight (28) days beyond the extended Tender validity period.
Where the Tenderer agrees to an extension under Section 16.2, or an extension is required under Article 22(5) of Law No. 244/2021, the Tenderer shall provide the corresponding extension of its Tender Security. Where a bank guarantee is used, this shall be effected by a written amendment issued by the Bank or an acceptable replacement guarantee.
Refusal of a voluntary extension request under Section 16.2 shall not, by itself, result in forfeiture of the Tender Security.

17.3 The Tender Security shall be provided either in cash deposited with the Treasury or the Employer, or by an irrevocable bank guarantee issued by a Lebanese bank approved by Banque du Liban, payable on demand and in accordance with the form provided in the Tender Documents.

17.4 Any tender not accompanied by an acceptable tender security shall be rejected by the Employer as being non-responsive.

17.5 The Tender Securities of unsuccessful Tenderers shall be returned promptly and, in all cases, no later than the date on which the Contract enters into force.

17.6 The Tender Security of the successful Tenderer shall be returned promptly upon submission of the required valid Performance Security in accordance with Section 34. Signing the Contract Agreement alone shall not trigger its release.

17.7 Tender Security may be forfeited:
(a) if the tenderer withdraws his tender during the period of tender validity;
(b) if the tenderer does not accept the correction of his tender price, pursuant to Section 28.2 of these Instructions to Tenderers; or
(c) in the case of a successful tenderer, if he fails within the specified time limit to
  (i) sign and return the Contract Agreement within the period specified in Section 33.2 and/or
  (ii) furnish the required Performance Guarantee.

18. Alternative Proposals by Tenderers

18.1 Tenderers shall submit offers that fully comply with the requirements of the Tender Documents. The attention of Tenderers is drawn to the provisions of Section 26 of these Instructions to Tenderers regarding the rejection of Tenders which are not substantially responsive to the requirements of the Tender Documents

18.2 Alternative proposals are not allowed and will not be considered by the Employer.

19. Joint Ventures

A tender submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- A copy of the Joint Venture Agreement (where the proposal is submitted jointly by two or more companies), duly notarized .
- Appointment of the Lead Partner by means of a Power of Attorney, duly notarized and signed by all JV partners .
- The Lead Partner's share in the Joint Venture shall exceed fifty percent (50%) of the total JV participation .
- The Joint Venture shall consist of no more than three (3) members .
- All Joint Venture members shall be jointly and severally liable for the performance of the Contract .
- Each Joint Venture member shall individually satisfy the administrative eligibility requirements .

20. Format and Signing of Tender

20.1 All documents shall be signed, stamped, dated, completed and returned as described in the Instruction to Tenderers.

20.2 Each of the Technical Submission and the Financial Submission shall comprise one (1) signed original and one (1) copy, clearly marked “ORIGINAL” and “COPY 1”, respectively. The documents shall be typed or written in indelible ink; photocopies are acceptable for the copy. All required signatures, initials and stamps shall be applied by a person duly authorised to sign on behalf of the Tenderer. Any entries or corrections made by the Tenderer shall be initialled by the authorised signatory. In the event of a discrepancy, the signed original hard copy shall prevail.

20.3 The tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

20.4 The Tender must be for the whole of the Works, fully in accordance with the Tender Documents. A partial tender will not be considered. The tender and all correspondence and documents relating to the tender must be prepared and submitted in English or Arabic.

20.5 The Tender shall be submitted in one sealed outer package containing two separately sealed inner envelopes, designated "TECHNICAL SUBMISSION" and "FINANCIAL SUBMISSION", in accordance with Section 21.

Each inner envelope shall contain one (1) signed original and one (1) copy of its respective submission. The hard-copy documents shall be organised in a binder or file, with a table of contents and clearly identified sections.

Each inner envelope shall also contain one (1) CD or USB drive containing only the documents belonging to that submission. Electronic documents shall be provided in searchable PDF format and, where applicable, editable MS Word or Excel format. No electronic medium placed in the Technical Submission shall contain documents or information belonging to Financial Submission.

The Technical Submission shall contain the documents specified in Section 21.1(a). No current Tender prices, discounts, priced Bills of Quantities, unit rates or proposed subcontract or supply amounts shall be included in the Technical Submission. Historical contract values and financial qualification evidence may be included where required. The validity and authentication of administrative documents shall be governed by Section 4.3.

The Financial Submission shall contain the documents specified in Section 21.1(b), including the priced Letter of Tender, signed Appendix to Tender, any unconditional discounts, the priced Bill of Quantities, unit-rate breakdowns and the applicable VAT summary.

The electronic files shall correspond to the documents in their respective envelopes. In the event of any discrepancy between the original hard copy, the paper copy and the electronic files, the signed original hard copy shall prevail.

21. Submission of Tenders

21.1 The Tenderer shall submit one sealed outer package containing two separately sealed inner envelopes:

(a) TECHNICAL SUBMISSION: containing all required administrative, eligibility, qualification and technical documents, including financial qualification evidence and the original Tender Security or evidence of cash deposit, as applicable. No Tender prices, priced Bills of Quantities, unit rates or discounts shall be included in this envelope.

(b) FINANCIAL SUBMISSION: containing the priced Letter of Tender, Appendix to Tender, any discounts offered, priced Bills of Quantities, unit-rate breakdowns and all other required pricing documents.

Each inner envelope shall contain one original and one copy of its respective submission, clearly marked "ORIGINAL" and "COPY 1", together with a separate CD/USB containing only that envelope's documents in the electronic formats required under Section 20.5. Documents shall be signed and stamped as required. In case of discrepancy, the original hard copy shall prevail.

21.2 The outer package and both inner envelopes shall bear the Employer's submission address, Tender reference number and project title specified in the Tender Documents.

The outer package shall additionally bear "DO NOT OPEN BEFORE [date and time of the Technical Opening]" and shall contain no Tenderer's name, logo, company stamp or other identifying mark.

Each inner envelope shall additionally bear its submission designation under Section 21.1 and the Tenderer's name and return address. The Financial Submission shall

remain sealed until the separate financial opening is conducted in accordance with Sections 25 and 27.

21.3 In addition to the markings required under Section 21.2, each inner envelope shall clearly bear the Tenderer's full legal name, return address and company stamp.
These identifying details shall appear only on the inner envelopes. The sealed outer package shall remain anonymous and shall not bear the Tenderer's name, address, logo, company stamp or any other identifying mark.
Late Tenders shall be handled in accordance with Section 23 of these Instructions to Tenderers.

21.4 If the package is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

21.5 In addition to the submission of the tender in accordance with this Section, and Section 20 of these Instructions to Tenderers, All returnable documents shall be included in the appropriate Technical or Financial Submission under Section 21.1. Pricing documents shall be included exclusively in the Financial Submission. The required originals and copies shall be as specified in Section 20.2.

21.6 The Employer shall issue a receipt stating the submission's serial number and the date and time of receipt

22. Deadline for Submission of Tenders

22.1 Tenders shall be delivered by hand to the Employer at the address stated in the Invitation to Tender published on the PPA platform , no later than the deadline mentioned, and without any indication of the Tenderer's identity on the outer package.

22.2 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Section 11 of these Instructions to Tenderers, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

23. Late Tenders

23.1. Any tender received by the Employer after the deadline for submission of tender prescribed in Section 22 of these Instructions to Tenderers will be returned unopened to the tenderer.

In the event that Employer offices are officially closed on the date the proposals are due, the deadline for submission shall be automatically extended until the next business day.

24. Modification and Withdrawal of Tenders

24.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.

24.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Section 21 of these Instructions to Tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL', as appropriate.

24.3 No tender may be modified by the tenderer after the deadline for submission of tenders.

24.4 Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in the forfeiture of the tender security pursuant to Section 17 of these Instructions to Tenderers.

25. Tender Opening

For the purposes of Sections 25–28, functions assigned by applicable law to the Tender Committee, including opening, examination, clarification, evaluation and arithmetic correction of Tenders, shall be performed exclusively by the duly constituted Tender Committee, exercising its independent statutory powers. References to the “Employer” in connection with those functions shall be construed accordingly.

25.1. Except in the cases specified in Section 23 of these Instructions to Tenderers, the Employer shall publicly open and read out in accordance with this ITT all tenders received by the deadline, at the date, time and place specified in the invitation to tender, in the presence of Bidders` designated representatives and anyone who chooses to attend. The Technical Opening shall commence immediately upon expiry of the submission deadline.

25.2. Tender Opening shall be conducted in two separate sessions: the first for the opening of Technical Submissions, and the second for the opening of Financial Submissions, which shall be carried out in accordance with the results of the Technical Evaluation.

OPENING OF ENVELOPES

25.3. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. A duly authorised withdrawal notice received before the submission deadline shall take effect upon receipt. The notice shall be read out at Tender Opening, and the corresponding Tender shall be returned unopened.

25.4. Next, Technical modifications shall be opened with the Technical Submission. Financial modifications shall remain separately sealed with the Financial Submission and shall be opened only for technically qualified Tenderers at the financial opening session.

25.5. At the first opening session, only the Technical Submissions shall be opened, one at a time. The Employer shall read out and record the Tenderer’s name, any duly submitted technical modification, the presence or absence of the required Tender Security, and other relevant administrative particulars. No Tender prices or discounts shall be disclosed. Financial Submissions shall remain sealed and securely held by the Employer until the separate financial opening under Section 25.10.

25.6. Only Technical Submissions duly opened and recorded at the technical opening session shall proceed to technical evaluation. Financial Submissions shall be opened at the separate financial opening session only for Tenderers meeting all mandatory eligibility, qualification and substantial responsiveness requirements and achieving at least seventy (70) points out of one hundred (100) in the technical evaluation. Financial Submissions shall not be excluded merely because they were not opened or read out at the technical opening session.

25.7. At the opening session, the Tender Committee shall neither discuss the merits of Tenders nor make substantive rejection decisions. Late Tenders shall be handled under Section 23. Substantive examination and rejection shall be governed by Sections 26 and 27.

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

a) the name of the Tenderer and whether there is a withdrawal, or modification;
b) the presence or absence of a Tender Security, if one was required.
c) Any other detail that the Employer considers appropriate.

Separate minutes shall be prepared for each opening session and signed by the Tender Committee's chairperson and members. At the financial opening, Tenderers' names, Tender Prices, discounts and duly submitted financial modifications shall be read out and recorded.

25.9. The Tenderer' representatives who are present shall be requested to sign the record. The omission of a Tenderer'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 Tenderers.

25.10. Upon completion of the Technical Evaluation Stage, Only the Financial Submissions of Tenderers satisfying all mandatory eligibility, qualification and substantial responsiveness requirements and achieving at least seventy (70) points out of one hundred (100) shall be opened. All participating Tenderers or their authorised representatives and the PPA's delegated observer may attend.The Employer shall notify all participating Tenderers and the PPA's delegated observer in writing, sufficiently in advance, of the date, time and place of the financial-opening session, identifying the Tenderers whose Financial Submissions qualify for opening.
Financial Submissions of Tenderers who fail to meet the technical requirements shall remain unopened and shall be returned to the respective Tenderers after completion of the evaluation process

26. Examination of Tenders and Determination of Responsiveness

26.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of the tenderer's tender.

26.2 A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the Tender Documents, without material deviation, omission or

reservation. A deviation, omission or reservation is material if it:

i. Affects in any substantial way the scope, quality or performance of the Works;
ii. Limits in any substantial way inconsistent with the Tender Documents, the Employer's rights or the tenderer's obligations under the Contract;
iii. Its rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

26.3 Before detailed evaluation, the Employer shall examine whether each Tender is properly signed, includes the required Tender Security and satisfies the mandatory requirements.
Where legally permissible, the Employer may request written clarification or submission or completion of incomplete, incorrect or missing information or documents within a specified period. All requests and responses shall be in writing and recorded, ensuring transparency and equal treatment.
Such clarification or completion shall not alter the substance of the Tender, remedy material non-responsiveness or enable a Tenderer to acquire a qualification that was required but not satisfied by the submission deadline. No price change shall be permitted through clarification; arithmetic corrections shall remain governed by Section 28.

26.4 The Employer shall reject a Tender that is not substantially responsive. A material deviation, reservation or omission shall not subsequently be corrected or withdrawn to make that Tender responsive. Non-material administrative omissions shall be assessed under Section 26.3 and shall not, by themselves, result in automatic rejection, subject to mandatory requirements of applicable law.

27. Evaluation of Tenders

27.1 To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification on his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing. No change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Section 28 of these Instructions to Tenderers.

27.2 The Employer shall first assess the eligibility, qualifications and substantial responsiveness of each Tender in accordance with Section 26 and the Tender Evaluation Criteria. Tenders meeting all mandatory requirements shall be evaluated technically out of a maximum of one hundred (100) points.
Only Tenderers achieving a technical score of at least seventy (70) points out of one hundred (100) shall qualify for the opening and evaluation of their Financial Submissions. The Financial Submissions of Tenderers who fail to meet the mandatory requirements or achieve the minimum technical score shall remain unopened and shall be returned in accordance with the applicable procedures.

27.3 Where a Tender appears abnormally low or seriously unbalanced, the Employer shall request written explanations and detailed price analyses, specifying a reasonable period for response. The assessment shall consider the scope of Works, estimated procurement value, proposed construction methods, programme, technical solutions and any exceptionally favourable conditions available to the Tenderer.

The Employer may reject a Tender as abnormally low only after assessing the explanations and determining that its price, considered together with the Tender's other elements, is abnormally low and raises justified concerns regarding the Tenderer's ability to perform the Contract at the offered price. Unbalanced rates alone shall not automatically justify rejection.

No change to the Tender's price or substance shall be permitted through this clarification.

Any rejection decision, its reasons and all related communications shall be included in the evaluation report. The decision and reasons shall be promptly communicated to the Tenderer concerned.

27.4 Following completion of the technical evaluation, the Employer shall evaluate and compare the Financial Submissions of all technically qualified Tenderers. The evaluated Tender Price shall be determined after correction of arithmetic errors in accordance with Section 28 and application of unconditional discounts and any other price adjustments expressly specified in the Tender Documents.

Comparison shall be based on the total evaluated amount payable by the Employer, including applicable VAT.

Technically qualified and substantially responsive Tenders shall be ranked in ascending order of their evaluated Tender Prices. Technical scores shall be used solely to determine qualifications for financial evaluation and shall not be combined with financial scores or used to alter the price ranking.

28. Method of Checking Tenders

28.1 Following financial opening, the Financial Submissions of technically qualified Tenderers shall be checked for arithmetic errors. Errors shall be corrected as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern unless it is affected by an arithmetic error established under paragraph (b).

(b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

(c) Where an error occurs in the addition or subtraction of correctly established amounts, the subtotal or total shall be corrected accordingly. Discounts and VAT shall be recalculated using the Tenderer's stated discount terms and the applicable VAT rate, without introducing any new pricing assumption or changing the substance of the Tender.

28.2 The amount stated in the Letter of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected, and the Tender security may be forfeited in accordance with Section 17.7(b) of these Instructions to Tenderers.

29. Standstill Period

29.1 The Standstill Period shall be ten (10) working days, commencing on the date of publication of the provisional award decision on the central electronic platform of the Public Procurement Authority. The decision shall also be published on the Employer's website, if any. The Contract shall not be signed or enter into force before the expiry of this period, subject to any suspension or extension required by applicable law.

29.2 Simultaneously with publication of the provisional award decision under Section 29.1, the Employer shall send the Notification of Intention to Award to all Tenderers. The Notification of Intention to Award shall contain, at a minimum, the following information:
(a) the name and address of the Tenderer submitting the successful Bid;
(b) the Contract price of the successful Tenderer;
(c) the expiry date of the Standstill Period; and
(d) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

30. Award

30.1 Subject to Sections 27 and 31 of these Instructions to Tenderers, the Employer shall award the Contract to the Tenderer whose Tender:
(a) meets all mandatory eligibility and qualification requirements;
(b) is substantially responsive to the Tender Documents;
(c) achieves a technical score of at least seventy (70) points out of one hundred (100); and
(d) offers the lowest evaluated Tender Price among all Tenders satisfying the above requirements.

30.2 The technical evaluation shall serve as a qualifying threshold only. No combined technical and financial scoring or weighting shall apply. All Tenderers achieving the minimum technical score and meeting the mandatory requirements shall qualify for financial evaluation, irrespective of their relative technical ranking.

30.3 Where only one acceptable Tender remains after evaluation, whether only one Tender was submitted or only one remains acceptable, the Employer shall cancel the procurement unless its competent authority for committing expenditure adopts a documented, reasoned decision to award the Contract, confirming that all the following conditions are satisfied:
(a) The principles and provisions of Law No. 244/2021 have been complied with, and the sole acceptable Tender has not resulted from exclusive or unduly restrictive conditions in the Tender Documents;
(b) The procurement need is essential and urgent and cannot await further procurement proceedings, with the reasons specifically explained in the decision;
(c) The Tender Price is consistent with the estimated procurement value duly prepared in accordance with Article 13 of the Law; and
(d) The published provisional award decision expressly identifies the sole acceptable Tender and states the Employer's intention to contract with that Tenderer.

Being the only Tenderer achieving seventy (70) points out of one hundred (100) shall not automatically entitle that Tenderer to award. All other qualifications and award requirements remain applicable.

30.4 Where two or more technically qualified and substantially responsive Tenders have the same lowest evaluated Tender Price, after applying arithmetic corrections, discounts and other adjustments expressly provided for in the Tender Documents, the Employer, acting through the duly constituted Tender Committee, shall invite only the tied Tenderers to submit revised financial offers in sealed envelopes during the same session, under identical conditions and within the same time limit.
Each revised offer shall result in an evaluated Tender Price no higher than the Tenderer's original evaluated Tender Price. Revised pricing shall be reflected consistently in the priced Bill of Quantities, without changing the scope or other terms of the Tender. Where a Tenderer does not submit a revised offer, its original offer shall remain valid.
If the lowest evaluated Tender Prices remain equal, including where no revised offers are submitted, the provisional winner shall be selected by drawing lots among the remaining tied Tenderers. The drawing shall be conducted by the Tender Committee in the presence of the Tenderers' representatives who wish to attend. The procedure and its outcome shall be recorded in the Committee's minutes.

31. Employer's Right to Accept any Tender and to Reject any or all Tenders

31.1 The Employer may reject a Tender or cancel the procurement proceedings, or any part thereof, only on the grounds, within the time limits and in accordance with the procedures permitted by applicable law.
Any cancellation decision and its reasons shall be recorded in the procurement proceedings record and communicated to all Tenderers who submitted Tenders within five (5) days from the date of the decision.
The Employer shall publish the cancellation notice in the same manner and place as the original procurement announcement, including on the central electronic platform of the Public Procurement Authority and on the Employer's website, if any. The Employer shall return any unopened Tenders and release the Tender Securities in accordance with applicable law. No Tender shall be opened after the cancellation decision.
Any award shall be made strictly in accordance with Section 30 and the published evaluation criteria and procedures. The Contract shall be awarded as a whole; no partial award or selection based on undisclosed criteria shall be permitted.

31.2 Where only one acceptable Tender remains, cancellation or award shall be subject to Section 30.3 and Article 25(4) of Law No. 244/2021.

32. Notification of Award

32.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by in writing through the legally prescribed notification channels that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Accepted Contract Amount").

32.2 The Contract shall enter into force when signed by the successful Tenderer and the competent authority of the Employer.

32.3 All Tenderers shall receive the Notification of Intention to Award in accordance with Section 29.2. Subsequent notification of the final award shall not replace or delay that notification or the applicable standstill procedures.

33. Signing of Contract

33.1 Promptly after the expiry of the Standstill Period, and subject to any suspension required by law, the Employer shall request the successful Tenderer in writing to sign the Contract and shall provide the Contract Agreement, incorporating the accepted Tender and the applicable Tender Documents.

33.2 The successful Tenderer shall sign and return the Contract Agreement within five (5) calendar days of receiving the Employer's request. The Employer's competent authority shall sign the Contract within five (5) calendar days from the date of signature by the successful Tenderer. This latter period may be extended to ten (10) calendar days in cases specified by competent authority in accordance with applicable law.

34. Performance Security

34.1 The successful Tenderer shall furnish the Employer with a Performance Security within seven (7) calendar days from the date on which the Contract enters into force. The amount shall be as stated in the Appendix to Tender and shall not exceed ten percent (10%) of the Contract value. Performance Security shall be provided in one of the forms specified in Section 34.2.

34.2 The Performance Security shall be provided either in cash deposited with the Treasury or the Employer, or by an irrevocable bank guarantee issued by a Lebanese bank approved by Banque du Liban, payable on demand and in accordance with the form provided in the Tender Documents.

34.3 If the successful Tenderer fails to sign the Contract within the prescribed period, the Employer shall forfeit the Tender Security in accordance with Article 24(8) of Law No. 244/2021. The Employer may cancel the procurement or consider the next lowest evaluated Tender, provided that it remains valid, satisfies all mandatory eligibility, qualification and substantial responsiveness requirements, and has achieved at least seventy (70) points out of one hundred (100). Any subsequent award shall follow the applicable statutory notification, standstill and signature procedures.
If the successful Tenderer fails to furnish the Performance Security within the period specified in Section 34.1 following the Contract's entry into force, the Employer shall forfeit the Tender Security in accordance with Article 35(3) and apply the relevant contractual and statutory default procedures, including termination where applicable. Any replacement procurement or award shall comply with the applicable termination requirements and lawful procurement procedures.

LETTER OF TENDER, APPENDICES AND GUARANTEES

LETTER OF TENDER

FOR

Immediate Airfield Rehabilitation at René Mouawad Airport

To: Lebanese Civil Aviation Authority

1. We have examined the Tender and Contract Documents for the above-named Works, comprising the Instructions to Tenderers, Conditions of Contract, Contract Guarantees, Specifications, Drawings, Bill of Quantities and other Schedules, the attached Appendix and Addenda Nos. ……. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender and the above-named documents for the tender amount of…….

   +VAT……...

   Total……

   only…… *United States Dollars (USD)*, subject to remeasurement and valuation under Clause 12 and other adjustments in accordance with the Contract.

2. We agree to abide by this Tender for the period of Sixty (60) days from the latest deadline for submission of tenders under Section 16.1 of the Instructions to Tenderers and it shall remain valid and binding upon us and may be accepted at any time before the expiration of that period.

3. We acknowledge that the Appendix forms part of this Tender.

4. We acknowledge that we have received and incorporated the following Addenda in our Tender:

   .....
   .....
   .....

5. If awarded the Contract, we shall furnish the required Performance Security within ten (10) calendar days after the Contract enters into force and before commencement of the Works. We shall submit insurance evidence and policies within the periods stated in the Appendix to Tender and ensure that the required cover is effective before the relevant insured activities commence. We shall commence the Works on the contractual Commencement Date and complete them within the applicable Time for Completion stated in the Appendix to Tender.

6. This Letter of Tender and your written acceptance shall form part of the Contract. The Contract shall enter into force only in accordance with Sub-Clause 1.6 of the Conditions of Contract and mandatory Lebanese law.

7. We understand that you are not bound to accept the lowest or any tender you may receive, subject to applicable Lebanese public procurement law and the stated evaluation criteria.

Signature …….
In the capacity of ……
Authorised to sign tenders for and on behalf of
……...
Address ……..
Date …….

CONTRACT AGREEMENT

This Agreement is made on the ……..…… day of ……... [year]

Between: the *Lebanese Civil Aviation Authority*

Address: Beirut Hariri International Airport - Beirut – Lebanon

(hereinafter called 'the Employer') of the one part

and …….. (*Name of Contractor)*

of …….. *(Address of Contractor)*

(*hereinafter called "the Contractor") of the other part.*

Whereas the Employer desires that the Works known as "*Immediate Airfield Rehabilitation at René Mouawad Airport"* should be executed by the Contractor, and has accepted a Tender 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 Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, with priority determined under Sub-Clause 1.5 of the Conditions of Contract:

1. The Contract Agreement
2. The Letter of Acceptance dated……..
3. Any issued Addendum or Notice to Tenderers forming part of the Contract
4. The Priced Letter of Tender dated……and Appendix to Tender
5. The Particular Conditions of Contract
6. The General Conditions of Contract
7. Scope of Work
8. The Specification
9. Drawings
10. The Bill of Quantities, Method of Measurement and Preamble, and Rates and Breakdown of Unit Rates and Prices
11. Any other document forming part of the Contract, including the Contractor's Tender insofar as it is not covered by any of the foregoing

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

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 determined

by remeasurement and valuation under Clause 12 and other applicable provisions of the Contract, based on an Accepted Contract Amount of
……
……*United States Dollars (USD)* at the times and in the manner prescribed in the Contract.

In Witness whereof the Parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by: ……	SIGNED by: ……
for and on behalf of the Employer in the presence of	for and on behalf of the Contractor in the presence of
Witness: ……	Witness: ……
Name: ……	Name: ……
Address: ……	Address: ……

TENDER SECURITY FORM

Immediate Airfield Rehabilitation at René Mouawad Airport Project

Brief description of Contract ……

Name and address of Beneficiary: Lebanese Civil Aviation Authority
Beirut Hariri International Airport
Beirut – Lebanon
(whom the tender documents define as the Employer).

We have been informed that ……. (hereinafter called the "Tenderer") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation, which are set out in a document entitled Tender Conditions and Procedures, require his offer to be supported by a tender security.

At the request of the Tenderer, we *(name of bank)*…… hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of USD (15,000) (fifteen thousand United States Dollars) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

1. the Tenderer has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or

2. the Tenderer has refused to accept the correction of errors in his offer in accordance with such Tender Conditions and Procedures, or

3. you awarded the Contract to the Tenderer, and he has failed to comply with Sub-Clause 1.6 of the Conditions of the Contract, or

4. you awarded the Contract to the Tenderer, and he has failed to comply with Sub-Clause 4.2 of the Conditions of the Contract.

Any demand for payment must contain your signature (s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before *(the date 28 days after the expiry of the validity of the Letter of Tender)* ……*(the expiry date)* when this guarantee shall expire and shall be returned to us.

Any extension of this guarantee shall be effected by a written amendment issued by us specifying the revised expiry date, or by an acceptable replacement guarantee, in accordance with ITT Section 17.2.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

Date …… Signature (s) ……..

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

FOR

Immediate Airfield Rehabilitation at René Mouawad Airport

To: Lebanese Civil Aviation Authority
Beirut Hariri International Airport - Beirut – Lebanon

WHEREAS …… (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ……. dated ……. To execute ……. (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Lebanese bank approved by Banque du Liban, as required by mandatory Lebanese law for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of …… (USD) …… (being ten percent (10%) of the Accepted Contract Amount as stated in the Appendix to Tender), such sum being payable in United States Dollars (USD), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein and notwithstanding any objection from the Contractor and without any need for notarial warning and judicial proceedings.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. Any adjustment to the maximum amount of this guarantee pursuant to Sub-Clause 4.2 shall be confirmed by our written amendment; no amendment to the Contract shall of itself increase our maximum liability.

This guarantee shall expire upon issue of the Performance Certificate, provided that the conditions for release of the Performance Security under the Contract and mandatory Lebanese law have been met. The Employer shall promptly provide us with written confirmation of that event. Expiry shall not prejudice a valid demand received by us before expiry.

Signature and Seal of the Guarantor: .....

Name of Bank: .....

Address: .....

Date: ……..

FORM OF ADVANCE PAYMENT GUARANTEE

Immediate Airfield Rehabilitation at René Mouawad Airport

To: Lebanese Civil Aviation Authority
Beirut Hariri International Airport
Beirut – Lebanon

WHEREAS …… (hereinafter called "the Contractor") has undertaken to execute the Immediate Airfield Rehabilitation at René Mouawad Airport Project.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as a bank guarantee in respect of the Advance Payment to be made to the Contractor under the terms of the Contract in the amount certified under Sub-Clause 14.2, being ……. United States Dollars (USD);

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of …… ……..…… (U.S.$.) such sum being payable in United States Dollars (USD) , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… as reduced in accordance with this guarantee, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein and notwithstanding any objection from the Contractor and without any need for notarial warning and judicial proceedings.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The maximum amount payable under this guarantee shall be reduced by each repayment of the advance payment certified by the Engineer, evidenced by a copy of the relevant Payment Certificate received by us from either the Employer or the Contractor. The Employer shall promptly provide the corresponding confirmation. The maximum amount shall also be reduced by any amount paid by us under this guarantee, without counting the same recovery twice. This

guarantee comes into force upon receipt of the guaranteed advance payment in the Contractor's account number ……..… held with our branch.

This guarantee shall expire when its remaining amount has been reduced to zero in accordance with the preceding paragraph, or upon our receipt of the Employer's written release, whichever occurs first. The return of the original guarantee shall not be a condition of expiry; it shall be returned promptly for cancellation.

Signature and Seal of the Bank/Guarantor: .....

Name of Bank: .....

Address: .....

Date: .....

FORM OF PARENT COMPANY GUARANTEE

Brief description of Contract: Immediate Airfield Rehabilitation at René Mouawad Airport
Name and address of Employer: Lebanese Civil Aviation Authority
Beirut Hariri International Airport
Beirut – Lebanon
(together with successors and assigns).

We have been informed that ……hereinafter called the "Contractor" is submitting an offer for such Contract in response to your invitation, and that where required by the Tender Documents, his offer is to be supported by a parent company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we (name of parent company) ……irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Contractor's obligations and liabilities under the Contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder: Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the laws of the Republic of Lebanon. Any dispute arising out of or in connection with this guarantee shall be resolved under the dispute resolution procedure in Sub-Clause 20.6 and Clause 22 of the Contract, which are incorporated into this guarantee with references to the Employer and Contractor construed as references to the Employer and Guarantor respectively. The requirements for mandatory authorisations and the fallback jurisdiction provisions in Sub-Clause 20.6 shall also apply. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Date: …… Signature(s): ……

تصريح وتعهـّد

للاشتراك في تلزيم أعمال التأهيل الفوري للحقل الجوي في مطار رينيه معوض

أنا الموقع أدناه (الاسم الثلاثي) .....

المفوّض قانونياً التوقيع عن شركة أو مؤسسة .....

المتخذ لي محل إقامة..... منطقة.....

حي..... شارع..... ملك.....

رقم الهاتف.....، مكتب ..... فاكس .....،

أرغب في الاشتراك بالمناقصة العمومية " لمشروع مطار رينيه معوض ". وأقرّ أنّني اطلعت ودرست دفاتر الشروط المتضمنة التعهد (إداري وفني) ولائحة الأسعار وكافة مستندات ملف التلزيم واستلمت نسخة منها وأجريت الكشف الحسي على العمل/الورشة ومصدر المواد، وأني مستعد للتقيّد بشروط الصفقة وتنفيذها بكاملها بكلّ دقة وأمانة وعلى مسؤوليتي وتحت إشرافي المباشر. وأتعهـّد في حال رسو الالتزام عليّ:

1 – بالتقيّد بما ورد في التصريح وبقبول كافة الشروط المبينة أعلاه وبمدة صلاحية العرض المحددة بموجب البند 16.1 من تعليمات العارضين، وبالتقيد بها وتنفيذها كاملة دون أي نوع من أنواع التحفظ أو الاستدراك.

2 – بالتقيّد على مسؤوليتي:

- بالسعر المعروض من قبلي الذي يشمل جميع الأشغال التحضيرية والتجهيزات والتوريد والنقليات واليد العاملة لتقديم المواد وتسليمها بحالة جيدة وتنفيذ كامل الأعمال.
- بنفقات الأشغال المؤقتة التي يستلزمها العمل وكافة الحقوق والتعويضات المترتبة للغير ومن جرائها الرسوم والضرائب بما فيها الضريبة على القيمة المضافة.
- بكافة التكاليف العامة والخاصة وربح الملتزم.

3 – بعدم المطالبة في المستقبل بأي زيادة على الأسعار أو تعويضات إلا في ضوء ما يجيزه العقد.

4 – باعتبار هذا التصريح والتعهّد قد تمّ على مسؤوليتي الشخصية وبمعرفتي التامة وبأنه لا يمكنني اتخاذ أي حجة بادعائي بجهل الأصول الفنية والقوانين والأنظمة المرعية الاجراء.

5– برفع السرية المصرفية عن الحساب المصرفي الذي يودع فيه أو ينتقل إليه أي مبلغ من المال العام، وذلك لمصلحة الإدارة في كل عقد من أي نوعٍ كان، يتناول مالاً عامًا.

نظّم في .....

توقيع العارض .....

طابع مالي 1000000 ل.ل.

كتاب رفع السرية المصرفية

للاشتراك في تلزيم أعمال التأهيل الفوري للحقل الجوي في مطار رينيه معوض

أنا الموقع أدناه (الاسم الثلاثي) .....

المفوّض قانونياً التوقيع عن شركة أو مؤسسة .....

القائمة على العنوان .....

رقم الهاتف..... في محل الإقامة

رقم الهاتف..... في محل العمل

أصرح بأنني وضعت الأسعار وقبلت الأحكام المدرجة في دفتر الشروط هذا آخذاً بعين الاعتبار كل شروط التلزيم ومصاعب تنفيذه في حال وجوده.

كما أتعهد برفع السرية المصرفية عن الحساب المصرفي الذي يودع فيه أو يُنقل إليه اي مبلغ من المال العام، وذلك لمصلحة الإدارة في كلّ عقد من أي نوعٍ كان، يتناول مالاً عاماً.

التاريخ

طابع مليون ليرة لبنانية

التوقيع

تصريح النزاهة

عنوان الصفقة: التأهيل الفوري للحقل الجوي في مطار رينيه معوض

الجهة المتعاقدة: الهيئة العامة للطيران المدني

اسم العارض / المفوض بالتوقيع عن الشركة: _____

إسم الشركة: _____

نحن الموقعون أدناه نؤكد ما يلي:

1- ليس لنا، أو لموظفينا، أو شركائنا، أو وكلائنا، أو المساهمين، أو المستشارين، أو أقاربهم، أي علاقات قد تؤدي إلى تضارب في المصالح بموضوع هذه الصفقة.

2- سنقوم بإبلاغ هيئة الشراء العام والجهة المتعاقدة في حال حصول أو اكتشاف تضارب في المصالح.

3- لم ولن نقوم، ولا أيّ من موظفينا، أو شركائنا، أو وكلائنا، أو المساهمين، أو المستشارين، أو أقاربهم، بممارسات احتيالية، أو فاسدة، أو قسرية، أو مُعرقلة فيما يخص عرضنا أو اقتراحنا.

4- لم نقدم، ولا أيّ من شركائنا، أو وكلائنا، أو المساهمين، أو المستشارين، أو أقاربهم، على دفع أي مبالغ للعاملين، أو الشركاء، أو للموظفين المشاركين بعملية الشراء بالنيابة عن الجهة المتعاقدة، أو لأي كان.

5- في حال مخالفتنا لهذا التصريح والتعهد، لن نكون مؤهلين للمشاركة في أي صفقة عمومية أياً كان موضوعها ونقبل سلفاً بأي تدبير إقصاء يُؤخذ بحقنا ونتعهد بملء إرادتنا بعدم المنازعة بشأنه.

إن أي معلومات كاذبة تُعرضنا للملاحقة القضائية من قبل المراجع المختصة.

التاريخ: _____

الختم والتوقيع

SCHEDULE 1

CONTRACTOR'S EXPERIENCE

Table A - List of Contractor's General Experience over the past 10 years

No.	Project Title	Employer	Execution Period	Contract Type	Scope of Contract	Final Contract Price (USD)	Value of Outstanding Works

Table B - List of Contractor's Similar Experience over the past 10 years

No.	Project Title	Employer	Execution Period	Contract Type	Scope of Contract	Final Contract Price	Value of Outstanding Works

Eligibility and Qualification Criteria:

Only tenderers who meet the following qualification criteria are eligible to participate in this Tender:

- The minimum experience requirement shall be as stated in ITT Section 4.1. For a Joint Venture, the qualifying experience may be demonstrated by a member responsible for executing the relevant Works.

The Tenderer shall enter this Schedule under appropriate headings details of the experience and past performance on works of a similar nature within the past ten years supported by evidence of the completion of such works signed from the employer of each project, details of current work in-hand and other contractual commitments.

SCHEDULE 2

MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT

Description (Type, Model, Make)	Quantity	Manufacture Date	New/ Used	Owned/ Leased

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The Tenderer shall enter in this Sheet under appropriate headings all major items of Contractor's Equipment which he proposes to bring on Site for the execution of the Works.

SCHEDULE 3
KEY PERSONNEL

The Tenderer shall list in this Sheet the key personnel that he proposes to employ at its headquarters and on site to supervise the Works, and attach under a CV format their qualifications, experience, positions held and nationality. Tenderer shall enclose a letter confirming availability of proposed personnel.

Tenderer to provide Project-specific organization chart reflecting key personnel proposed under Schedule 3.

Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Engineer for his consent the details of the proposed key personnel to supervise the Works, as stated in the Conditions of Contract, ensuring that they possess similar or higher expertise and qualifications than those listed in this Schedule

Position	Name	Current Position	Degrees Certificates	Minimum Years of Experience	Years of Experience	Years of Experience with the Contractor	Similar Previous Projects	Current Project and Location
Project Manager				20				
Senior Infrastructure Engineer				10				
Senior Civil Engineer				10				
Senior Materials Controller				10				
Electrical Engineer				10				
Site Engineer				10				
QA/QC Officer				7				
HSE Officer				7				
Others (add as needed)								

Tenderer should provide evidence that all proposed engineers are officially registered in the Order of Engineers and Architects.CVs, qualifications, experience records and availability confirmations for all proposed key personnel shall accompany the Technical Submission. Any subsequent verification or approval shall not permit a Tenderer to remedy qualifications that were not satisfied by the submission deadline.

Project Manager:	• Holder of a recognized university degree in civil engineering • Minimum overall experience of 20 years • Minimum experience of 10 years in similar projects
Senior Infrastructure Engineer:	• Holder of a recognized university degree in civil engineering • Minimum overall experience of 10 years • Minimum experience of 7 years in similar projects
Senior Civil Engineer:	• Holder of a recognized university degree in civil engineering • Minimum overall experience of 10 years • Minimum experience of 7 years in similar projects
Senior Materials Controller	• Holder of a recognized university degree in relevant field • Minimum overall experience of 10 years • Minimum experience of 7 years in similar projects.
Electrical Engineer:	• Holder of a recognized university degree in electrical engineering • Minimum overall experience of 10 years • Minimum experience of 7 years in similar projects
Site Engineer:	• Holder of a recognized university degree in civil engineering • Minimum overall experience of 10 years • Minimum experience of 5 years in similar projects
QA/QC Officer:	• Holder of a recognized university degree (Bachelor level as minimum) • Minimum overall experience of 7 years
HSE Officer:	• Holder of certificate from a recognized institution • Minimum overall experience of 7 years

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SCHEDULE 4
SUBCONTRACTORS

Subcontractor Name	Address (Main Head office)	Activity/Scope of Subcontracted Works	Percentage of Works to be subcontracted	Statement of similar works previously executed

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Note: tenderers shall submit their proposed subcontractors, while including their company profile, list of executed projects, description of works, and all corresponding information required under this schedule. If awarded, the tenderer will be required to submit to the Engineer for his consent applications to subcontract any part of the Works as stated in the Conditions of Contract, with subcontractors of similar or higher expertise and qualifications than those listed in this Schedule. The Technical Submission shall state the proportion of work, not current Tender prices or current subcontract amounts.

The Tenderer shall list in this Sheet those parts of the Works for which he proposes to employ subcontractors, together with the names and addresses of the proposed subcontractors. The Tenderer shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of employer/engineer. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Engineer for his consent applications to subcontract any part of the Works as stated in the Conditions of Contract, with subcontractors of similar or higher expertise and qualifications than those listed in this Schedule.

SCHEDULE 5
MANUFACTURERS/SUPPLIERS

Goods or Material	Name of Manufacturer/ Supplier	Address (Main Head office)	Statement of similar works previously executed

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Do not enter current supply prices or current Tender amounts in this Technical Schedule.

The Tenderer shall list in this Schedule names of proposed manufacturers/suppliers and those parts of the Works. The Tenderer shall also provide descriptions of similar works previously undertaken by the proposed manufacturers/suppliers, including location and value of work, year completed, and name and address of Employer. Notwithstanding the provision of this information, the Tenderer, if awarded the Contract, will be required to submit to the Engineer's approval in accordance with the stipulations of the Conditions of Contract, with manufacturers/ suppliers of similar or higher expertise and qualifications than those listed in this Schedule

SCHEDULE 6
PROGRAMME AND METHOD STATEMENT

PROGRAMME

The Tenderer shall provide preliminary details of his proposed programme for execution of the Works. The programme shall be in the form of a bar chart showing the principal activities and their duration and indicate how the proposed work will be accomplished within the Time for Completion specified. The construction schedule shall show procurement, mobilization and site activities required for the orderly performance and completion of the Work, for both site and off-site activities. The programme should be a fully logic-linked critical-path network programme, with any open ends identified, indicating critical path activities.

METHOD STATEMENT

The Tenderer shall provide a detailed project-specific construction methodology in a sequential manner to describe his intended methodology and execution strategy to carry out the Works. The methodology should clearly demonstrate the Tenderer's full understanding of the Project scope, describe the technology, the resources and the equipment the Tenderer shall use to construct the Works. The Tenderer shall provide his understanding of the Project Objectives and the terms and conditions provided.

The Tenderer shall submit the following documents/material submittals:

- Method Statement for Rigid Pavement Repair including:
  - Removal of existing joint sealant, cleaning of joints and resealing with approved joint sealant material complying with Section 321373 of the Specifications.
  - Crack Sealing of concrete pavement slabs include removal of any existing sealant, routing of crack and cleaning to receive new sealant material as specified under Sections 321373, 320129 and 321313 of the Specifications.
  - Grinding and leveling of faulting as specified under Section 320129 of the Specifications.
  - Partial and full depth patching works as specified under Section 320129 of the Specifications.

- Method Statement for Replacement of Concrete Pavement Slabs including:
  - Method of slab removal with minimum disturbance of subgrade and surrounding slabs.
  - Method of connection between new and existing slabs through dowel bars including drilling into existing pavement slabs and fixing dowel bars in the drilled holes filled with epoxy material as indicated on the Drawings.
  - Casting new concrete slabs including finishing and curing.

- Material Submittals to be included with the Tender Offer:
  - Joint and crack sealant material data sheets to be submitted for approval in accordance with Section 321373 of the Specifications.
  - Epoxy Resin Grout for concrete patching repairs as indicated on the Drawings
  - Dowel bars for connecting new slabs with existing slabs
  - Concrete mix design verifying Specification Section 321313 requirements with respect to flexural strength, compressive strength, w/c ratio and slump requirements. The mix design submittal shall also include all tests on all

constituents' materials including fine and coarse aggregates, cement and water, in accordance with the requirements of Section 321313 of the Specifications.

- The methodology and programme shall also address pavement markings, signage and the specified runway-lighting works, including procurement, installation, testing, commissioning, interfaces, site safety and protection of completed works.

The Tenderer shall provide a brief of his quality control plan that he intends to use when executing the works.

Notwithstanding the provision of this Sheet, the Tenderer, if awarded the Contract, will be required to submit new detailed programme and method statement pursuant to Sub-Clause 8.3 of the Conditions of Contract and Part 1 of the Specification for the Engineer's consent, as Contract award will not necessarily constitute consent to this Schedule as compliance to the submission required under said Sub-Clause 8.3.

SCHEDULE 7
FINANCIAL DATA

Tenderer to provide copies of its audited financial statements for the **past three years**, which bear the official stamp and signature of its Financial Auditor(s).

Financial information extracted from the audited financial statements, including the statement of financial position and income statement, for 2023, 2024 and 2025	Tenderer's information for the previous Three years. (insert amount in USD or its equivalent from Audited Balance Sheet) State the original reporting currency and disclose the exchange rate, rate date and source used for each USD conversion.		
	2023	2024	2025
Total Assets			
Total Liabilities			
Total Equity			
Current Assets			
Current Liabilities			
Total Revenue			
Net profit Before Tax			
Net profit After Tax			
Gross Profit			
Annual Turnover			

TENDER EVALUATION CRITERIA
FOR THE TENDER OF

Immediate Airfield Rehabilitation at René Mouawad Airport

The purpose of this document is to set the criteria for the evaluation of the Tenders for The Immediate Airfield Rehabilitation at René Mouawad Airport Project. Tender evaluation shall be carried out to ensure technical, commercial and contractual compliance of the tenders.

The technical evaluation is based on a points system for which a Tenderer must obtain **70 points** to be deemed technically qualified, in addition to satisfying mandatory prerequisite conditions including contractual compliance.

Tenderers may be disqualified technically in the event certain essential submittals are not provided. However, clarifications may be requested from Tenderer at the discretion of the Employer.

Technical Proposals must conform to the requirements of these Instructions to Tenderers and the terms and conditions of the Tender Documents.

The submitted Forms shall conform to the text of the Sample Forms provided in the Tender Documents.

The Technical Evaluation and its scores will be based on the following Criteria:

TENDER SCHEDULE WEIGHT DISTRIBUTION	
SCHEDULE	Maximum Point
SCHEDULE 1: CONTRACTOR'S EXPERIENCE	20
SCHEDULE 2: MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT	10
SCHEDULE 3: KEY PERSONNEL	15
SCHEDULE 6: PROGRAMME AND METHOD STATEMENT	45
SCHEDULE 7: FINANCIAL DATA	10
	100

* *Cut Off Point is 70 points below which a tenderer is to be classified as technically not qualified.*

Failure to satisfy a mandatory requirement shall be assessed under ITT Sections 26.2–26.4. Clarification or completion shall be governed exclusively by Section 26.3.

APPENDIX TO TENDER

Item	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Lebanese Civil Aviation Authority
Contractor's name and address	1.1.2.3 & 1.3	_____TBD_____ _____ _____
The bidding period		15 calendar days from the publication
Cost	1.1.4.3	Where the Contract allows for Cost Plus Profit, or Cost-plus reasonable Profit, percentage profit to be added to the Cost is 5% of the Cost
Time for Completion of the Works	1.1.3.3	25 calendar days from commencement day.
Defects Notification Period	1.1.3.7	Three Hundred Sixty-Five (365) days from the date of the Taking – Over certificate
Electronic transmission systems	1.3	Email to the addresses notified under Sub-Clause 1.3, with evidence of receipt, subject to mandatory Lebanese requirements for formal service.
Governing Law	1.4	The laws of the Republic of Lebanon, including Public Procurement Law No. 244/2021, as amended, and its applicable implementing regulations.
Ruling language	1.4	English
Language for communications	1.4	English and/or Arabic
Time for right of access to and possession of the site	2.1	Within 3 days of the issue by the Engineer of the Notice of the Commencement Date
Amount of Performance Security	4.2	Ten percent (10%) of the Accepted Contract Amount, subject to Sub-Clause 4.2 and mandatory Lebanese law.
Subcontractors	4.4	Total limit of subcontracted works not to exceed 40 % of Accepted Contract Amount
Working Hours	6.5	Twenty-four (24) hours per day, seven (7) days per week, in accordance with Sub-Clause 6.5.

Item	Sub-Clause	Data
Delay damages for the Works	8.7 & 14.15(b)	0.25 % per day up to a maximum of 10% of the Contract Price.
Adjustment for Change in Cost of Material	13.8	Applicable for specific items as indicated in the Preamble of the BoQ
Total Advance Payment	14.2	Ten percent (10%) of the Accepted Contract Amount.
Start repayment of Advance Payment	14.2(a)	From the first Interim Payment Certificate
Percentage of Retention	14.3	Ten percent (5%) of payment due
Limit of Retention Money	14.3	Ten percent (5%) of the Contract Price
Plant and Materials	14.5	Not Applicable
Minimum amount of Interim Payment Certificates	14.6	Not Applicable
Delayed Payment	14.8	interest rate of 5% annual
Currency/currencies of payment	14.15	United States Dollars
Periods for submission of insurance		
(a) evidence of insurance	18.1	Within seven (7) days after the Contract becomes effective and, in all cases, before the Notice to Proceed under Sub-Clause 8.1.
(b) relevant policies		Within seven (7) days after the Notice to Proceed under Sub-Clause 8.1; cover effective before the relevant insured activities commence.
Insurance Policies Wording	18.1	Clause 18, with required policy wording identified by title and version and supplied with the Tender Documents.
Amount Insured	18.1	Full reinstatement value under Sub-Clause 18.2, not less than 100% of the Contract Price.
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Allocation of deductibles shall follow the Contract, subject to mandatory law.

Minimum amount of third-party insurance	18.3	One million us dollars (USD 1000,000) for any one incident or occurrence, as a combined single limit for property damage and personal injury/death, with no limit on the number of occurrences.
Date by which the DAB shall be Appointed.	20.2	Not Applicable
The DAB shall be	20.2	Not Applicable
List of proposed members of DAB	20.2	Not Applicable
Failure to Agree Dispute Adjudication Board	20.3	Appointment (if not agreed) has to be made by: Not Applicable

Initials of signatory of Tender

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EVALUATION CRITERIA

Evaluation Criteria

The following tables summarize the review and assessment methodology of each Schedule, in accordance with the evaluation criteria established for the Tender.

Sub-Criterion	Basis of Assessment	Review and Assessment Methodology	Allocated Score
Schedule 1: Contractor's Experience			**20**
Table A – Contractor's General Experience	Assesses Tenderer's overall contracting experience during the past ten (10) years. The three projects with the highest contract values were considered and their values aggregated for scoring. Only projects supported by sufficient information to establish their contract value and execution within the stipulated period were considered.	Sum above 7M USD - 11 Points 6M USD < Sum < 7M USD - 10 Points 5M USD < Sum < 6M USD - 8 Points 3M USD < Sum < 5M USD- 6 Points 2M USD < Sum < 3M USD- 4 Points 1M USD < Sum < 2M USD- 2 Point	11
Table B – Contractor's Similar Experience	Assesses the Tenderer's experience in executing projects similar in nature and scope to the Works during the past ten (10) years. The assessment considered the number, value and relevance of the qualifying projects submitted. Only projects sufficiently demonstrating the required similarity and contract value were considered. **Mandatory: 1 Airfileld rehab similar in nature.**	3 Pts for every similar project with a contract value > USD 0.5 million each.	9
Schedule 2: Contractor's Equipment			**10**
Contractor's Equipment	The assessment of Schedule 02 – Contractor's Equipment was undertaken to evaluate whether the plant and equipment proposed by each Tenderer demonstrate a full understanding of the scope of Works and the associated construction requirements. The evaluation considered the type, quantity, capacity and suitability of the proposed equipment in relation to the nature, scale and anticipated execution activities of the Project., as well as the Tenderer's demonstrated ability to make such equipment available when required.	The grading reflects the extent to which the proposed equipment demonstrates the Tenderer's understanding of the construction activities and its capability to execute the Works effectively. Comprehensive equipment proposal covering all principal construction activities, with suitable types, adequate quantities and capacities, and supporting evidence of availability consistent with the proposed programme. **100%** Generally adequate equipment proposal covering all principal activities, with minor gaps in equipment details or availability evidence that do not materially affect execution capability. **75%**	10

Sub-Criterion	Basis of Assessment		Review and Assessment Methodology	Allocated Score
			Partially adequate proposal, with significant gaps in equipment quantities, capacities, suitability or availability evidence, leaving execution capability insufficiently demonstrated. **50%** Generic or substantially incomplete equipment proposal, with limited connection to the planned activities and insufficient evidence that suitable equipment can be mobilised when required. **25%** Equipment schedule not submitted, irrelevant to the Works, or insufficient to demonstrate a workable equipment deployment. **0%**	
Schedule 3: Key Personnel				**15**
Key Personnel	Assesses the qualifications and experience of the Key Personnel proposed by the Tenderer against the requirements specified in the ITT.			
	Position	**Required Experience**		
	Project Manager	Civil Engineer; 20 years' overall experience, including minimum 10years in similar projects		4
	Senior Infrastructure Engineer	Civil Engineer; 10 years overall experience, including minimum 7 years in similar projects		3
	Senior Civil Engineer	Civil Engineer; 10 years overall experience, including minimum 7 years in similar projects		2
	Senior Materials Controller	Engineer; 10 years' overall experience, including minimum 7 years in similar projects		2
	Electrical Engineer	Electrical Engineer; 10 years' overall experience, including minimum 7 years in similar projects		2
	QA/QC Officer	Relevant certificate with minimum 7 years overall experience		1
	HSE Officer	Relevant certificate with minimum 5 years overall experience		1
Schedule 6: Programme / Method Statement				**45**
Programme of Work	The assessment of the Programme of Work was undertaken to evaluate whether the programme submitted by each Tenderer demonstrates a full understanding of the scope of Works and the associated planning and execution requirements. The evaluation considered the completeness of the activities covering the full scope of Works, their sequence and logic, estimated durations, proposed productivity rates, key interfaces and dependencies, procurement and construction activities, testing and		The score was assigned as a percentage, based on the overall completeness, adequacy, logic and feasibility of the submitted Programme of Work. The grading reflects the extent to which the Bidder demonstrates a clear understanding of the full scope, appropriate sequencing and interdependencies of activities, realistic durations and productivity rates, and the ability to plan and complete the Works within the stipulated contractual timeframe.	15

Sub-Criterion	Basis of Assessment	Review and Assessment Methodology	Allocated Score
	commissioning, and compliance with the required milestones and overall Completion Date.	Comprehensive and feasible programme covering all principal activities, procurement, construction, testing and commissioning, with clear dependencies, a credible critical path, realistic durations and productivity rates, and compliance with all required milestones and the Time for Completion. **100%** Generally complete and logical programme demonstrating achievable completion within the required timeframe, with minor omissions in activity details, dependencies or supporting productivity assumptions. **75%** Partially developed programme covering the main activities, but with significant gaps in sequencing, dependencies, durations or productivity assumptions, leaving completion feasibility insufficiently demonstrated. **50%** Predominantly generic or incomplete programme, with weak activity logic, unsupported durations and limited demonstration of how the Works will be completed within the required timeframe. **25%** Programme not submitted, irrelevant to the Works, or insufficient to demonstrate a workable execution schedule. **0%** **Points awarded = Percentage awarded × Maximum points allocated to the Programme of Work.**	
Method Statement	The assessment of the Method Statement was undertaken to evaluate whether the proposed execution methodology demonstrates a full understanding of the scope of Works and the associated construction requirements. The evaluation considered the completeness and adequacy of the proposed methodology for the principal components of the Works, including the proposed construction methods, sequence of execution, interfaces between activities, deployment of resources and equipment, temporary works, site logistics, quality and HSE considerations, testing and commissioning, and other requirements necessary for successful execution of the Works.	The score was assigned as a percentage, based on the overall completeness, relevance, adequacy and practicality of the proposed Method Statement in relation to the full scope of Works. The grading reflects the extent to which the Bidder demonstrates a clear understanding of how the various components of the Works will be executed, coordinated and completed in accordance with the Project requirements Comprehensive, project-specific and practical methodology covering all principal activities, execution sequence, interfaces, resources, equipment, temporary works, logistics, quality control, HSE, testing and commissioning.**100%** Clear and generally adequate methodology covering all principal activities, with minor omissions that do not materially affect the proposed execution approach. **75%**	20

Sub-Criterion	Basis of Assessment	Review and Assessment Methodology	Allocated Score
		artially developed methodology demonstrating a reasonable understanding of the Works, but with significant gaps in sequencing, coordination, resources or execution details.**50%** Predominantly generic or insufficiently developed methodology, providing limited evidence of how the principal activities will be executed and coordinated.**25%** Method Statement not submitted, irrelevant to the Works, or insufficient to demonstrate a workable execution approach.**0**% **Points awarded = Percentage awarded × Maximum points allocated to the Method Statement.**	
Testing	**Material submittal**	**Assessment criteria**	10
	Joint and crack sealants	Product identification and technical data sheets demonstrating compliance with Specification Section 321373.	1.5
	Epoxy resin grout	Product identification, technical data sheets and evidence of suitability for the concrete patching repairs shown on the Drawings.	1.0
	Dowel bars	Proposed material specifications and details demonstrating compliance with the Drawings and relevant Specifications.	1.0
	Concrete mix design	Mix proportions and supporting results demonstrating the specified flexural strength, compressive strength, water/cement ratio and slump, together with the required tests on aggregates, cement and water under Section 321313.	3.0
	Aggregate base and subbase materials	Material identification and supporting test results demonstrating compliance with Sections 321123 and 321116.16, respectively.	1.5
	Asphalt mix design	Proposed mix design and supporting test results demonstrate compliance with Section 321216.	2.0
	Joint and crack sealants	Product identification and technical data sheets demonstrating compliance with Specification Section 321373.	1.5
Schedule 7: Financial Data			**10**
Annual Average Value of Work (Average of Turnover)	Bidder's turnover over the preceding five (3) years provides an indication of the scale and volume of projects executed and business activities undertaken during that period. A consistently high turnover demonstrates that the Bidder has historically managed/maintained a substantial volume of work and operated at a scale commensurate with major projects.	Average annual turnover was evaluated to confirm that each Bidder possesses the financial capacity and stability to execute the Works without material risk of under-resourcing, delay, or default. Above 25 M.....100% From 20M to 25M .....75% From 15M to 20M USD.....50% From 10M to 15M USD.....25%	5

Sub-Criterion	Basis of Assessment	Review and Assessment Methodology	Allocated Score
		Less than 10M USD .....0 % **Points awarded = Percentage awarded × Maximum points allocated**	
Current Assets to Current Liabilities (Ratio Current Assets / Current Liabilities)	This ratio is an indicator of the present liquidity and health of the company's finances based on the audited financial statements	More than 1.1.....3 Points 1 to 1.1.....2.5 Points Less than 1.....0 Point	3
Average Percentage of Profit to Turnover	This is an indicator of the company's financial stability and a measure of possible future problems	>5%.....2 Points 3% to 5% .....1 Points 1% to 3%.....0.5 Points Less than 1%.....0 Point	2