CONSEIL DE DEVELOPPEMENT
ET DE RECONSTRUCTION

REPUBLIC OF LEBANON

Ministry of Public Health

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

CONSTRUCTION OF AKKAR – ONE DAY SURGERY GOVERNMENTAL HOSPITAL – SAHLEH AKKAR

VOLUME 1

BID CONDITIONS AND PROCEDURES

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Instructions to Bidders

A. GENERAL

1. SCOPE OF BID

1.1 The Council for Development and Reconstruction, hereinafter called "the Employer", wishes to receive bids for the construction of Works, as described

1.2 in the Bidding Data Sheet, hereinafter referred to as "the Works".

1.3 The successful bidder will be expected to complete the Works within the time stated in the Appendix to Form of Bid from the date of commencement of the works.

1.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tendered”, “bidding/tendering”, etc.) are synonymous, and day means calendar day.

2. SOURCE OF FUNDS

2.1 The source of funds is as stated in the Bidding Data Sheet.

3. ELIGIBLE BIDDERS

3.1 This invitation to bid is open to all eligible Contractors as stated in the Bidding data sheet. Bidders shall provide evidence of their eligibility to the satisfaction of the Employer as requested.

3.2 The bidders, including all members of a Joint venture and all subcontractors shall not be affiliated with a firm or entity:

(i) that has provided consulting services related to the Works to the Council for Development and Reconstruction during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Council for Development and Reconstruction as Engineer for the contract.

4. ELIGIBLE MATERIALS, EQUIPMENT AND PLANT

4.1 The materials, Plant or Contractor’s Equipment, other supplies, and services to be supplied under the Contract, shall have their origin in eligible source countries as defined in the Bidding Data Sheet, and all expenditures made under the Contract will be limited to such materials, Plant or Contractor’s Equipment, other supplies, and services.

4.2 For purposes of Sub-Clause 4.1 above, “origin” means the place where the materials, Plant, equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.

5. QUALIFICATION OF THE BIDDER

5.1 To be qualified for award of the Contract, bidders shall provide the following information with their bid. Foreign Companies shall not submit information mentioned in items d, e and f of this clause.

All certificates should be **originals** or **legally certified copies of the originals** otherwise the bidder's bid will be rejected.

a) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business;

b) A written power of attorney authorizing the signatory of the bid to commit the bid;

c) Receipt for purchase of the bid documents;

d) Certificate of quittance issued by the National Social Security Fund. Its validity extending beyond the bid opening date.

e) Certificate of quittance from the Lebanese Order of Public Works and Buildings Contractors. Its validity extending beyond the bid opening date;

f) Certificate from the Order of Engineers: every Engineer, whether he is a Contractor or an Engineer employed by a company or establishment classified on the basis of his employment thereby, shall enclose in his Bid a certificate confirming his membership to any one of the two Orders of Engineers in Lebanon for the year in which the Bid is submitted;

g) Major items of construction equipment proposed for carrying out this Contract (Schedule No.1);

h) The names and CVs of key personnel proposed for administration and execution of this Contract, both on and off site (Schedule No.2);

i) Proposals for subcontracting any elements of the Works. Bidders should refer to Sub-Clauses 4.1 and 4.3 of the Conditions of Contract (Schedule No.3);

j) Manufacturers (Schedule No.4);

k) Bank certificate for access to liquid assets and/or evidence of access to or availability of credit facilities;

l) Information regarding any current litigation in which the bidder is involved;

m) Program of work and method statement in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and the completion time. No alterations or changes can be made to the specifications;

n) Contractual Commitment completed, stamped and signed;

o) Certificate indicating the permanent address of the Bidder;

p) Certificate of Registration of the Company issued by the Ministry of Finance

q) Additional documents for qualification of the Bidder are required (refer to the Bidding Data Sheet 5.1).

5.2 EVIDENCE OF QUALIFICATION: The information and documents required under the Sub-Section 5.1 "Qualification of Bidders" shall serve as evidence of qualification and of the Tenderer's capability to carry out the Contract. Unless specifically listed in the Letter of Acceptance or in the Contract Agreement, these information and documents shall not form a Contract Document, but the Bidder will remain responsible for the validity, authenticity, and correctness of the information provided.

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

a) Only eligible contractors are allowed to form a joint venture;

b) Each partner of the joint venture shall include all the information listed in Sub-Clause 5.1 above;

c) The Joint Venture Agreement shall be in the form of the sample agreement attached and shall be completed, entered into, and signed by the joint venture partners and submitted with the bid;

d) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;

e) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;

f) In case of a successful bid, the Bidders shall sign the Form of Agreement as to be legally binding on all partners. All partners of the Joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.

6. ONE BID PER BIDDER

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

7. COST OF BIDDING

7.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

8. SITE VISIT

8.1 The bidder is required at his own risk to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

B. BID DOCUMENTS

9. CONTENT OF BID DOCUMENTS

9.1 The bid documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:

VOLUME 1/4 – BID CONDITIONS AND PROCEDURES / CONDITIONS OF CONTRACT

VOLUME 2/4 – TECHNICAL SPECIFICATIONS

VOLUME 3/4 – BILL OF QUANTITIES

VOLUME 4/4 – DRAWINGS

9.2 The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids which are not substantially responsive to the requirements of the bid documents will be rejected.

9.3 The bidder shall treat the Bid Documents as private and confidential (except as may be necessary for the purpose of bidding) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere. The Bid Documents shall not be used for any purpose other than that for which they are intended.

10. CLARIFICATION OF BID DOCUMENTS

10.1 A prospective bidder requiring any clarification of the bid documents may notify the Employer in writing delivered by hand or by facsimile at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which he receives earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bid documents, including a description of the inquiry but without identifying its source.

10.2 Except as provided for in this clause no representation, explanation or statement made to a bidder prior to the Employer's written acceptance of his tender whether by the Engineer or any of his assistants or by any officer or member of the Employer's staff or by anyone as to the meaning of any of the documents forming the Contract or as to anything to be done or not to be done by the Contractor shall bind the Employer or fetter or bind the judgement or powers of the Engineer in the exercise by him of his duties under the Contract.

11. AMENDMENT OF BID DOCUMENTS

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

11.2 Any addendum thus issued shall be part of the bid documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by facsimile to all purchasers of the bid documents. Prospective bidders shall acknowledge receipt of each addendum in writing by hand or facsimile to the Employer.

11.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall, if deemed necessary, extend the deadline for submission of bids, in accordance with Clause 22.

C. PREPARATION OF BIDS

12. LANGUAGE OF BID

12.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be 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 bid, the translation shall prevail.

13. COMPLETE BID

13.1 The bid must be for the whole of the Works, fully in accordance with the Bid Documents. A partial bid will not be considered.

13.2 The Form of Bid with its Appendix, the Bill of Quantities, and any other document requiring completion shall be completed. The originals of all Bid Documents, and any copies required to be submitted, shall be completed in indelible ink.

14. BID PRICES

14.1 Unless stated otherwise in the bid documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the unit rates and prices submitted by the bidder.

14.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

14.3 All duties, taxes (except the VAT) and other levies payable by the Contractor under the Contract, or for any other cause, as of the date of the deadline for submission of bids, shall be included in the rates and prices. On the other hand, the Grand Total Tender Price shall include the VAT. The total VAT shall be inserted separately in the Collection Sheet then added to the prices of all sections to reach the Grand Total Tender Price, unless otherwise instructed in the Bidding Data Sheet.

14.4 The Contract is subject to the VAT rules where applicable, according to the terms of the law 379, dated 14/12/2001 and according to Appendix 2 related to VAT procedure, unless otherwise instructed in the Bidding Data Sheet.

14.5 The bid shall provide a breakdown of all unit prices contained in the Bills of Quantities:

a) a breakdown of all unit rates in labor, materials, plant, overhead, profit and other charges.
b) a breakdown of lump sums items.

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

15. CURRENCIES OF BID AND PAYMENT

15.1 The currencies for the bid and all rates in the Bills of Quantities shall be as stated in the Bidding Data Sheet.

16. BID VALIDITY

16.1 Bids shall remain valid for a period as stipulated in the Bidding Data Sheet beyond the deadline for submission of bids specified in the invitation to bid.

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

17. BID SECURITY

17.1 The bidder shall furnish, as part of his bid, a bid security in the amount stated in the Bidding Data Sheet.

17.2 In case of a Joint- Venture the bid security shall be in the name of the Joint- Venture.

17.3 The bid security shall be in the form of a guarantee from a bank located in Lebanon or a foreign bank with a local branch/affiliate in Lebanon, acceptable to the Employer. The format of the bank guarantee shall be in accordance with the attached sample form of bid security. The bid security shall be valid for the period stated in the Bidding Data Sheet.

17.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer and shall be considered as non-responsive.

17.5 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.

17.6 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

17.7 The bid security may be forfeited if:

1. The Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or

2. The Bidder, having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

   a- fails or refuses to execute the Form of Agreement; or

b- fails or refuses to furnish (or increase the Performance Security if applicable); or

c- refuses to accept the correction of errors in his bid.

18. ALTERNATIVE PROPOSALS BY BIDDERS

18.1 Bidders shall submit offers that comply with the requirements of the Bid Documents, including the technical design as indicated in the drawings and specifications. Alternatives will not be considered.

19. PRE-BID MEETING

19.1 The bidder's designated representative may be invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the Bidding Data Sheet.

19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

19.3 The bidder is requested, as far as possible, to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.

19.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.

19.5 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

20. FORMAT AND SIGNING OF BID

20.1 The bidder shall prepare one original and one copy of the documents comprising the bid. The documents shall be clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

20.2 The original and the copy of the bid shall be returned duly completed by writing in indelible ink in the space provided for unit rates and totals. In the case of copies, photocopies are acceptable. All originals and copies shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1(b) or 5.3(d), as the case may be. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid and stamped.

20.3 The originals of all other documents as listed in Sub-Clause 9.1 shall be stamped and initialed by the person or persons signing the bid.

20.4 The bid 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 bidder. Such corrections shall be initialed by the person or persons signing the bid and shall be made by striking out the original text and inserting the correction by hand using indelible ink; the

correction of errors by overtyping with or without the use of correction fluid shall not be permitted. Any bid not complying with this sub-clause shall be rejected by the Employer.

20.5 If the bidder does not submit an original BOQ completed in indelible ink according to clause 20.2, his bid will be rejected by the Employer.

D. SUBMISSION OF BIDS

21. SEALING AND MARKING OF BIDS

21.1 All documents shall be signed, dated, completed and returned in a bid box package, as described in Bid Conditions and Procedures. The bidder shall obtain the bid box from CDR Tenders Department along with the tender documents. The bidder shall seal the bid box package and address it to:

The Council for Development And Reconstruction
Tenders Department
Tallet Al-Serail, Beirut - Lebanon

And shall mark the bid box package with the following identification:
"Bidding Documents for *Name of Project as stated in the Bidding Data Sheet* "
and the words "Do Not Open before *the date stated for the return of bid*"

21.2 The bid box package shall contain two separate and sealed inner envelopes marked as envelope No.1 and envelope No.2. Each envelope shall contain one set of original documents and one set of copies clearly marked “ORIGINAL” and “COPY”

The inner Envelope No.1 shall bear the following clear identification:
"Bidding Documents for *Name of Project as stated in the Bidding Data Sheet* "
Envelope No.1 " Administrative and Technical Offer "
Name of Bidder / Address of the Bidder

And shall contain:

- Bid security in the amount and form requested in the Bid Conditions & Procedures
- Completed Contractual Commitment signed and stamped by the Bidder
- Completed Joint Venture Agreement (if applicable), signed and stamped by the Bidders
- All information listed in Section 5: Qualification of the Bidder
- Volume 1: Bid Conditions and Procedures - Conditions of Contract, signed and stamped by the Bidder
- Volume 2: Technical Specifications, signed and stamped by the Bidder
- Volume 4: Drawings, signed and stamped by the Bidder (only original drawings are to be submitted)
- Any addenda issued by the CDR, signed and stamped by the Bidder
- Any other documents required to be completed and submitted by bidders in accordance with these Instructions to Bidders

The inner Envelope No.2 shall bear the following clear identification:
"Bidding Documents for *Name of Project as stated in the Bidding Data Sheet* "
Envelope No.2 "Financial Offer"
Name of Bidder / Address of the Bidder

And shall contain:

- Completed Form of Bid and Appendix signed and stamped by the Bidder
- Volume 3: Priced Bill of Quantities completed, signed and stamped by the Bidder
- A complete breakdown of Bill of Quantities prices detailed to include

  - Labor,
  - Materials,
  - Plant,
  - Overheads,
  - Profit,
  - And other charges

22. DEADLINE FOR SUBMISSION OF BIDS

22.1 Bids must be received by the Employer at the address specified above no later than the time and date given in the Invitation for Bidders.

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

23. LATE BIDS

23.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL".

24.3 No bid may be modified by the bidder after the deadline for submission.

24.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in the forfeiture of the bid security pursuant to Clause 17.

E. BID OPENING AND EVALUATION

25. BID OPENING

25.1 The Employer will open the bids in the presence of bidder's representatives who choose to attend, at the time and date stated in the Invitation for Bids at the address given for return of bids in Clause 21. The bidder's representatives who are present shall sign a register evidencing their attendance. The bid opening committee will make sure that the administrative and technical offers are satisfactory. The committee will then proceed to open Envelope No. 2 comprising the priced financial offers.

The Bid opening and evaluation procedures may include one or two sessions as stated in the Bidding Data Sheet.

26. PROCESS TO BE CONFIDENTIAL

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

27. CLARIFICATION OF BIDS

27.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid 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 bids in accordance with Clause 29.

27.2 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, he should do so in writing.

27.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

28. EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS

28.1 During the evaluation of Envelope No.1, the Employer will determine whether each bid:

a) meets the eligibility criteria of Clause 3;
b) has submitted the requested documents in the Bid Conditions and Procedures;
c) meets the qualification requirements of Clause 5;
d) has been properly signed;
e) is accompanied by the required securities;
f) is substantially responsive to the requirements of the bid documents;
g) has provided any clarification and/or substantiation that the Employer may require.

28.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents, without material deviation or reservation. A material deviation or reservation is one:

a) which affects in any substantial way the scope, quality or performance of the Works;
b) which limits in any substantial way, inconsistent with the bid documents, the Employer's rights or the bidder's obligations under the Contract, or
c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

28.3 If a bid does not meet any of the criteria of Clause 28.1 and 28.2, it will be rejected by the Employer, and may not subsequently be corrected by withdrawal or correction of the non-conforming deviation or reservation.

29. CORRECTION OF ERRORS

29.1 Bids determined to be substantially responsive will be checked by the Employer for arithmetic errors. Errors will be corrected by the Employer as follows:

a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
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; and
c) where there is a discount applied to the total bid price including the contingency, the total bid price shall be retained and the discount applied to the unit prices of the Bill of Quantities items, excluding the contingency.

29.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security will be forfeited in accordance with Sub-Clause 17.7 (c).

30. CONVERSION TO SINGLE CURRENCY

Not Used.

31. EVALUATION AND COMPARISON OF BIDS

31.1 The Employer will open Envelope No.2 for bidders determined to be acceptable and substantially responsive in accordance with Clause 28.

31.2 After opening Envelope No.2, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price and making any correction for errors pursuant to Clause 29.

31.3 If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to

demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. AWARD OF CONTRACT

32. PREFERENCE FOR DOMESTIC BIDDERS

Not Used.

33. AWARD

33.1 Subject to Clause 34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 31, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1; and
(b) qualified in accordance with the provisions of Clause 5.

34. EMPLOYER'S RIGHT TO ACCEPT OR TO REJECT ANY OR ALL BIDS

34.1 Notwithstanding Clause 33, the Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

35. NOTIFICATION OF AWARD

35.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by facsimile that his bid has been accepted. This letter 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**.**

35.2 Upon the furnishing by the successful bidder of a performance security, the Employer will notify the other bidders that their bids have been unsuccessful and return their bid security.

36. SIGNING OF AGREEMENT

36.1 The Form of Agreement will be signed at the Employer’s Office by both parties and notified to the Contractor.

36.2 The Agreement shall be considered embodying the Employer’s Letter of Acceptance referred to in the Conditions of Contract. All actions and/or activities under the Contract that relate to the date of the Letter of acceptance shall be deemed to relate to the date of this Agreement.

37. PERFORMANCE SECURITY

37.1 Within 10 days of the Contract notification, the successful bidder shall furnish to the Employer a performance security in the form of a bank guarantee in an amount of 10 percent of the Contract Price in accordance with the Conditions of Contract. The format of the bank guarantee shall be in accordance with the sample form of performance security included in the Bid Documents.

37.2 The bank guarantee shall be issued by a bank registered and licensed to operate in Lebanon, and acceptable to the Employer

37.3 Failure of the successful bidder to comply with the requirements of Clauses 36 or 37 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

END OF SECTION

BIDDING DATA SHEET

The following Bidding Data Sheet will be part of the Contract.

1.1 The Council for Development and Reconstruction, hereinafter called "the Employer", wishes, in accordance with the provisions of the Public Procurement Law and in the sealed envelope method, to conduct a “tender” to bid for the “Construction of Akkar – one day surgery (15 beds Governmental Hospital design to be extendable to 40 beds in the future) - Sahleh

1.2 The work encompasses, but is not limited to, the construction of a 15-bed Hospital at Sahleh – Akkar area located in the North region. This facility comprises one basement and two floors with a total area of 3770 Sqm .

The Hospital comprising the following:

- Emergency Department (Ground Floor)
- Radiology Department (1rst basement)
- General Laboratory Department (1rst basement)
- One day surgery Operating Department (1rst Floor)
- Labor/Deliver Department (1rst Floor)
- Central Sterile Supply Department (1rst floor)
- Outpatient Department (Ground Floor)
- Main Entrance Department (Ground Floor)
- Admission and Billing Department (Ground Floor)
- Administration Department (Ground floor)
- Morgue Department (1rst basement)
- Technical Department (1rst basement)
- Medical waste treatment unit (1rst basement).
- General store (1rst basement)
- Pharmacy Department (First Floor)
- Laundry Department (1rst basement)
- Generators rooms (Ground floor)

2.1 This Contract is funded by the Kuwait Fund for Arab Economic Development.

3.1 This invitation to bid **is open only to Lebanese or Kuwaiti contractors**, individually or jointly, who meet the requirements stated in the tender document.

3.3 The Bidder is considered acquainted with and aware of the laws in force in the “Republic of Lebanon”, including the new Public Procurement Law no 244 dated 19/7/2021 and its amendments.

4.1 The countries and territories eligible under the Lebanese Law and the KFAED guidelines.

5.1 All certificates should be **originals** or **legally certified copies of the originals** by official authorities and **dated maximum 1 year before the original bid submission deadline**.
For foreign bidders, these documents shall be duly certified by the competent authorities.

a) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, shareholders, authorized signatories, capital, the director and ongoing contracts;

b) A written power of attorney authorizing the signatory of the bid to commit the bid certified by a notary.

d) This clause is for Lebanese Bidders only: Certificate of quittance issued by the National Social Security Fund or valid certificate to participate in public procurement process. Its validity extending beyond the bid opening date. The bidder must be registered with the NSSF, and any statement that include an unregistered institution will be rejected.

e) This clause is for Lebanese Bidders only

k) A Bank certificate for access to liquid assets and/or evidence of access to or availability of credit facilities of not less than Five Hundred Thousand United States Dollars (500,000 USD) or equivalent sufficient to meet the construction cash flow for the above contract for a period of three months. The bidder is requested to submit an original bank certificate according to the attached Form.

p) This clause is for Lebanese Bidders only

q) Declaration listing all the owners of the economic right أصحاب الحق الاقتصادي as per form M18 issued by the Ministry of Finance with copies of their identification cards (ID/passport) (النموذج م١٨ الصادر عن وزارة المالية) for Lebanese Contractors.

r) A legal record of the authorized signatory, dated no more than 3 months before original bid submission date, free from any judgment. (سجل عدلي) for Lebanese Contractors.

s) Signed Declaration of Integrity, for Lebanese Contractors.

t) Certificate of Registration of the bidder issued by the directorate of added tax, in case the bidder is registered, or a certification of non-registration in case the bidder is not registered. In this case the bidder is committed to its price, even if he became registered during the execution of the contract for Lebanese Contractors.

u) The bidder should submit in Envelope No.1 (Administrative and Technical Offer) of his offer a signed and stamped declaration, in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries No.4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract

v) Foreign Companies have to submit a Certificate issued by the Ministry of Economy & trade stating that the Company status is not in conflict with the Law of Boycott of Israel issued on 26/06/1955

w) The bidder shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: "Partnership Limited by Shares (Société en Commandite par Action)" (شركة توصية مساهمة) or "Stock Companies" (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document should be submitted before signing the Contract to the awarded Bidder, if applicable.

5.1(x) In order to be qualified for award of the contract, bidders shall provide the additional qualifying criteria below*:*

(a) ***N.A.***

(b) ***General experience in the building construction works****.*

The Bidder shall have executed, as a sole contractor, building construction works completed and finally accepted within the fifteen (15) years preceding the bid submission deadline, having a total value exceeding USD 5,000,000 (Five Million United States Dollars), excluding VAT, calculated using the exchange rates prevailing at the time of execution.

The Bidder shall provide evidence of the required experience and complete the attached Qualification Form 1.

(c) **Particular Experience**

The Bidder shall have experience as a prime contractor or as a member of a joint venture with a participation share of at least 50%, in **the construction or rehabilitation of at least one (1) hospital project completed within the last fifteen (15) years**, with a total contract value, excluding VAT, exceeding:

- **USD 3,000,000** (Three Million United States Dollars), or its equivalent, for projects completed on or after 1 January 2019; or
- **USD 2,500,000** (Two Million Five Hundred Thousand United States Dollars), or its equivalent, for projects completed before 1 January 2019.

Experience gained as a subcontractor shall not be considered.

In the case of a bidding joint venture, the qualification requirements of Sub-Clause 5.3(g) shall apply.

(d) ***Projects Certificates:*** Bidders shall furnish, as part of their bid, the following documents related to the projects certificates*:*

i. A copy of the contract signed with the bidder. In case the contract is signed in Lebanon, the document evidencing that the relevant stamp duty has been duly collected shall be furnished**.**

ii. A copy (to be compared to the original) of a certificate issued by the private or public authority that awarded the project and/or signed the contract, stating the location, date, type and value of works that the bidder executed or participated in its execution. The said certificate should also state the contractual role of the bidder during the execution of the said works, in addition to the name and address of the consultant supervising the works, where applicable, and the employer who supervised the works or for whom the works were executed on his behalf. This certificate shall be valid only if it mentions that the project has been provisionally accepted or if it is attached to the provisional acceptance certificate.

iii. A certificate issued by the bank issuer of the good performance guarantee of the project acknowledging the issuance of the said guarantee and stating the guarantee number, its purpose, value, and validity, along with a copy of the said guarantee. This certificate is not required whenever the project is executed by a Lebanese Ministry or a Lebanese Public Establishment. For projects not requiring a performance guarantee, the bidder shall furnish the document evidencing that the relevant stamp duty has been duly collected shall be furnished**.**

All documents mentioned in Items ii) and iii) above should be certified by all the

competent authorities in connection with projects executed inside Lebanon. As for projects executed outside Lebanon, the related documents should be certified by the Ministry of Foreign Affairs in the country where the contract was executed, then by the embassy or consulate of Lebanon in the said country, and finally by the Ministry of Foreign Affairs and Emigrants**.**

(e) ***Evidence of suitable personnel***: Consisting of the key positions meeting the minimum experience requirement specified below. The bidder is requested to submit a detailed curriculum vitae according to the attached qualification form 2 signed by the candidate;

Position	*Total Work/Business Experience (Years)*	*In hospital (or technically similar) projects) (Years)*
Project Manager	*15*	*5*
Materials Engineer	*7*	*5*
Structural Engineer	*10*	*5*
Mechanical Engineer	*15*	*5*
Electrical Engineer	*15*	*5*

(f) ***Equipment:***

The Contractor shall include in Schedule No. 1 (Refer to Forms & Schedules) his proposed equipment required on site for completing the Works including testing and commissioning, all in accordance with the requirements of the Contract.

The Contractor should submit full proof (i.e. equipment registration, lease contract…) and details of the arrangement he shall follow to make his proposed equipment in Schedule1 above available on site. Arrangements may be agreement with local firms, lease, purchase, others, etc.

5.2 CDR shall disqualify a bidder:

- If it is proven at any time that the information submitted concerning the qualifications of the bidder was false or constituted a misrepresentation or was materially inaccurate or materially incomplete;
- If the qualified bidder fails to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify.

5.3 (c) The Joint Venture agreement shall be certified by a notary (if applicable).

5.3(g) In case of a joint venture:

a) The principal member of the joint venture (the joint venture leader) shall comply to the qualification criteria set out in sub-clause 5.1(x)(b) and 5.1(x)(c).

b) The secondary member of the joint venture shall also comply to the qualification criteria set out in sub-clause 5.1(x)(b) and 5.1(x)(c) with at least 50% of the projects value indicated in these 2 clauses.

c) The lead partner together with the other partner(s) of the joint venture must meet, at least, 110% of the qualifying criteria listed in sub-clause 5.1(k).

Failure to comply with these requirements will result in rejection of the joint venture's Bid.

10.1 All request for clarification should be notified to CDR Tenders Department Fax No. 961-1-981255, attention Mrs. May Deghaili, mail: mdeghaili@cdr.gov.lb, earlier than 10 (ten) calendar days prior to the deadline of submission of bids, otherwise it would not be considered.
Copies of the Employer's response will be forwarded to all purchasers of the bid documents not later than 6 calendar days prior to the deadline for bid submission.

Add 11.4 In case of the clarification affected changes to the essential elements of the bidding documents, the Employer shall also promptly publish these changes in the same manner the bid was initially published.

14.3, 14.4 Do not include VAT on the BOQ collection sheet, as the contract is not subject to VAT.

15.1 The bid and all rates and prices inserted in the Bills of Quantities shall be expressed in *United States Dollars (USD)*.

16.1 The bid validity period should remain 120 days beyond the deadline for submission of bids.

16.3 The bid validity will be automatically extended in the event of freezing the procedures for a specified period by the objections committees with the provision of chapter 7 of the Public Procurement Law, for a period of time equivalent to the period of freezing and the bidder shall extend accordingly the period of his bid security.

If the bidder failed to extend his bid security after extending his bid validity, the extension of bid validity will not be validated.

17.1 The bidder shall furnish, as part of his bid, a bid security in the amount of *One Hundred Thousand United States Dollars (100,000 USD)*

17.3 The bid security should remain valid up to 28 days after the expiration of the bid validity.

17.5 Bid security shall be returned, to the successful bidder upon signing the Contract agreement and submittal of his Performance security. Then, the bid security of unsuccessful bidders shall be returned to the other bidders.

19.1 No pre-bid meeting will be held.

20.1 Bids containing reservation or rectification shall be rejected by the Employer

21.1 - 21.2 Name of Project:

"Construction of Akkar Governmental Hospital in Sahleh "/Akkar

25.1 Bid opening will be held in two separate sessions:
1- On the bid submittal Date, Envelope No.1 will be opened to verify the accuracy and completeness of the submitted documents.
2- Following the evaluation of technical & administrative compliance, Responsive Bidders will then be called for a second session in which the committee will then proceed to open Envelope No.2 comprising the priced financial offer for the responsive bidders.

31.4 **An Abnormally Low Bid** is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price, method statement, source of material and samples and any other requirements of the bidding document. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser has the option of rejecting the Bid.

31.5 After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 37 be increased at the expense of the successful bidder up to 50% of the Contract price to protect the Employer against financial loss in the event of default of the successful bidder under the Contract. Further to the award of contract, the Employer reserves the right to instruct the Contractor to execute all or any part of the works described in any bill shown in the Bill of Quantities of the Tender Documents. (original and optional package)

35.1 Prior to expiration of the period of bid validity prescribed by the Employer, The Employer shall publish the Notification of Intention to Award the Contract to the successful Supplier on the CDR's web page www.cdr.gov.lb. and on www.ppa.gov.lb.
the Employer will also notify the successful bidder in writing or by facsimile that his bid has been accepted.
The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the bidder who presented the best proposal;
(b) the bid price of the successful Proposal;
(c) the expiry date of the Standstill Period;
and instructions on how to request a debriefing and/or submit a complaint during the Standstill Period

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected or any other information related to the names and evaluated prices of other bidders.

35.3 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with Clause 35. The Standstill Period commences the day after the date the Client has published his intention to award the contract.

35.4 Upon expiry of the Standstill Period, specified in or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the

Standstill Period, CDR shall, send a notification of award to the successful Bidder, confirming the Client's intention to award the Contract to the successful Bidder and requesting the successful Bidder to sign the draft negotiated Contract within fifteen (15) Business Days from the date of receipt of such notification. CDR representative shall sign the contract within fifteen (15) Business Days from the date of signature of the Contractor

36.1 Within fifteen (15) days after being called by the Client for contract signature, the successful Bidder shall sign and date the form of agreement at the Purchaser office.

36.2 The Employer representative shall sign the contract within fifteen (15) Business Days from the date of signature of the Supplier and promptly notify it to the Supplier

37.2 The bid security shall be issued from a reputable bank in Lebanon or a foreign bank through a correspondent bank located in Lebanon, in the form and wording of the form of Bid Security.

38 For the procedures for making a Procurement-related Complaint refer to chapter 7 "procedure of complaints" of the law no 244 of public procurement in Lebanon dated 29/7/2021

الفصـــل الســـابع "إجراءات الإعتراض "من قانون الشـــراء العام في لبنان رقم ٢٤٤ تاريخ ٢٠٢١/٧/٢٩.

Sub-Surface Investigations (REFER TO SPECIFICATIONS).

39 The Contractor shall carry out all additional sub-surface soil investigations and tests to determine the nature and characteristics of soil strata, bearing capacities, water table and other data required for the execution of the Works on the Site, for the Contractor's construction operations and for ascertaining the adequacy of sub-surface conditions below foundations and structures.

Such investigations and tests shall be performed in accordance with recognized standards and procedures and conducted at the locations and in the manner approved by the Engineer.

The cost of this work shall be deemed to be included in the total price, and will be deducted if not instructed by the Engineer.

APPENDIX TO BID

	Contract Clause	
Engineer	(a) iv 1.1 68.2 (b)	To be nominated later
Maximum percentage Subcontracting	4.1(d)	The percentage of subcontracted works shall not exceed fifty percent (50%) of the contract price.
Amount of performance security	10.1	Ten percent of Contract Price at the time of signing the contract agreement and valid until twenty eight (28) days after the issue of the Defects Liability Certificate
Amount to be withheld for delay in submittal of Work Program	14.1	In the case of the Contractor delay in submitting the Work Program beyond 14 days, the Engineer may, following written notice to the Contractor, suspend from the payments due to the Contractor the amounts equivalent ten percent (10%) of the net amounts of each payment certificate (including any applicable discounts). Such suspension of payment will remain in force until such time as the Contractor has submitted the required program to the approval of the Engineer. No interest shall be due on the suspended amount of payments.
Minimum amount of third party insurance	23.2	1,000,000 USD (One million) for any one occurrence with number of occurrences unlimited
Type of Contract		Re-measured Contract
Time to issue of notice to commence	41.1	Based on Employer (CDR)
Time for completion	43.1	*18 months*
Amount of liquidated damages	47.1	0.2% per day of the Contract Price
Limit of liquidated damages	47.1	10 per cent of Contract Price
Defects Liability Period	49.1	Three hundred sixty five (365) days
Maximum applied margin on variations to cover overhead and profit	52.1	10 per cent

Minimum amount of interim certificate	60.2	200,000 USD (Two hundred Thousand United States Dollars)
Percentage of retention	60.5	10 per cent of payment
Limit of retention	60.5	10 per cent of Contract Price
Advance Payment	60.7	Shall be 15% of the contract price, and shall be repaid through percentage deductions at a rate of 25% from the interim payments certificate.
Time of Payment – Interest rate for late payment	60.8	Annual interest rate is a simple rate Secured Overnight Financing Rate (SOFR) + 2%
Price adjustment	70.1	Refer to clause 70.1 and applicable price adjustment document.
Termination of contract	80	Any condition related to termination of contract should refer to clause 33 of the law no 244 of public procurement in Lebanon dated 29/7/2021 الفصـل السـابع "إجراءات الإعتراض" من قانون الشـراء العام في لبنان رقم ٢٤٤ تاريخ ٢٠٢١/٧/٢٩
Bank secrecy	81	As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries No.4 dated 28/4/2020, the Contractor/Consultant agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract

Date

Seal and Signature

Qualification Forms

Qualification Form 1
EXPERIENCE RECORD

Building Construction Experience

Name of Bidder

*The Bidder should list all completed projects within the last **15 years**.*

Name of Contract	Client	Date of Start	Date of completion	Value of completed contract (USD)

Contractor's Seal and Signature

Qualification Form 2

CANDIDATE SUMMARY

Name of Bidder

The Bidder should have the proposed candidate sign and date this form

Position		Candidate ☐ Prime ☐ Alternate
Candidate Information	1. Name of Candidate	2. Date of birth
	3. Professional qualifications	
Present Employment	4. Name of Employer Address of employer Contact person Telephone Fax	

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

From	To	Company/Project/Position/Relevant technical & management experience

Standard Forms and Schedules

FORM OF CONTRACTUAL COMMITMENT

Name of Project:

To: REPUBLIC OF LEBANON
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

I the undersigned _____ dully authorized to sign on behalf of_____
having as permanent Address in Lebanon _____
_____
Telephone No.: _____
Facsimile No.: _____

Acknowledge my revision and examination of the Bid Conditions and Procedures, Conditions of Contract, Technical Specifications, Drawings, Bill of Quantities and all other documents pertaining to the execution of the above-named project.

I proclaim that after reviewing and examining the documents which I may not claim to ignore and after visiting, inspecting and examining the Site of the Works and its surroundings and having obtained all required information and being aware of the Contract details, difficulties and obstacles if any, of the required Works.

I pledge, if my Bid is accepted, to execute and complete all the required Works and remedy any defects therein in conformity with the said Conditions of Contract, Specification, Drawings and Bill of Quantities within the Time for completion stated in the Contract Document.

I also acknowledge that I have put the prices and accepted the stipulations stated in the Conditions of Contract, taking into consideration all the Bid Documents and contract conditions and the difficulties that may be encountered, if any, during the execution of the Works.

Date:

Name Of Bidder:

Name:

In the capacity of:

Signature:

Address:

(Stamp 1,000,000 Lebanese Pounds)

FORM OF BID SECURITY (BANK GUARANTEE)

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

WHEREAS, *[Name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated *[Date]* for the *[Name of Project]* (hereinafter called "the Bid").

BY THIS GUARANTEE we *[Name of Bank] of [Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto the Council for Development and Reconstruction (hereinafter called "the Employer") in the sum of _____ Fresh USD for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 202 __

THE CONDITIONS of this obligation are:

1. If the bidders withdraws his Bid during the period of bid validity specified in the Form of Bid; or

2. If the Bidder having been notified of the acceptance of his Bid by, the Employer during the period of bid validity:

    a. fails or refuses to execute the Form of Agreement; or

    b. fails or refuses to furnish or to increase the Performance Security, or

    c. refuses to accept the correction of the errors in his Bid,

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him as a result of the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ***148 days*** after the deadline for submission of bids or as it may be extended by the Employer at any time prior to this date, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

IN THE CAPACITY OF _____

WITNESS _____ SEAL _____

_____ (Signature, Name, and Address)

(The bid security submitted by the bidder shall be in strict conformance with the above sample form. Any alternate form/text would result in the rejection of the bid)

FORM OF BID

Name of Project:

To: REPUBLIC OF LEBANON
COUNCIL FOR DEVELOPMENT AND RECONSTRUC'I'ION

1- Having examined the Bid Conditions and Procedures, Conditions of Contract, Technical Specifications, Drawings for the execution of the above-named Project, we, the undersigned, offer to execute and complete the said Project and remedy any defects therein in conformity with the said Bid Conditions and Procedures, Conditions of Contract, Technical Specifications, Drawings and Bills of Quantities for the sum of _____ Fresh USD) (*Excluding VAT*) or such other sum as may be ascertained in accordance with the said Conditions.

2- We acknowledge that the Appendix forms an integral part of our Bid.

3- We acknowledge that we have received and incorporated the following Addenda in our Bid:

_____

4- We undertake, if our bid is accepted, to commence the works as soon as is reasonably possible, but not exceeding 30 days after receipt of the Order to Commence, and to complete the whole of the Works comprised in the Contract within the time for completion stated in the Appendix to Bid.

5- We agree to abide by this Bid for the period of 120 days from the closing date for submission of bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6- Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

7- We understand that you are not bound to accept the lowest or any bid you may receive.

Date

Seal and Signature

in the capacity of

duly authorized to sign bids for and on behalf of

Address

Witness

Occupation

Address

FORM OF BANK CERTIFICATE FOR FINANCIAL CAPABILITIES

To: The Council for Development and Reconstruction (CDR) Beirut, Lebanon.

Project:

This letter has been issued upon the request of _____

(Name of Contractor) _____ without any responsibility on our part.

To the best of our knowledge and belief, we hereby certify that _____

_____

_____

[name and address of contractor], at present has access to, or has available liquid assets, lines of credit, unencumbered assets and other financial means, net of other commitments, sufficient to meet the construction cash flow for the above contract and valued at USD ……. for a period of ……..… months starting from contract notification date*.

For and on behalf of

_____ *[name of Bank]*_____ *[Date]*

_____ *[Signature of Bank Representative]*

* For Joint Ventures, the partners should submit according to their percentage shown in clause 5.3 (g) of the Bidding Data Sheet, bank certificates amounting to or exceeding the required value stated in the bidding data sheet.

"Joint Venture Agreement" (to be completed and signed by each partner of the bidder and attached to the technical proposal)

SPECIMEN
JOINT VENTURE AGREEMENT

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

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

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

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

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

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

1 ESTABLISHMENT OF THE JOINT VENTURE

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

_____

_____

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

2 LIABILITY

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

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

3 REPRESENTATION

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

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

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

4 REVENUE DISTRIBUTION

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

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

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

5 EXCLUSIVITY

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

6 OBLIGATION TO TENDER

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

7 DURATION

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

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

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

8 RIGHTS OF CDR

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

9 SETTLEMENT OF DISPUTES

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

[Note: choose one of the Alternatives and delete the rest]

Alternative 1*: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to* ***the competent Court in the Republic of Lebanon****. Lebanese law shall apply to the interpretation of this agreement.*

Alternative 2*: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to* ***arbitration for final settlement in accordance with the procedures applicable under the Laws of the Republic of Lebanon.***

Alternative 3*: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be finally settled by either party under* ***the Rules of Conciliation and Arbitration of the International Chamber of Commerce*** *by one or more arbitrators appointed* ***in accordance with the said Rules****.*

Alternative 4: **Any other alternative of JV Partners acceptable to CDR**

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

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

SCHEDULE NO. 1
MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT

Description (Type, Model, Make)	No. of Each	Year of Manufacture (Used)	New or Used	Owned or Leased	Estimated CIF Value	Power Rating	Capacity

* The Bidder shall enter in this Schedule under appropriate headings all major items of Contractor's Equipment which he proposes to bring on Site.

SCHEDULE NO. 2
KEY PERSONNEL

Designation	Name and Nationality	Summary of Experience	Qualifications, and Present Occupation
Headquarters: Partner/Director in charge Other key staff (list Below) Site Office: Site Superintendent Deputy Superintendent Supervising Engineers Construction Supervisors Other key staff (List below)			

* The Bidder shall list in this Schedule the key personnel that he proposes to employ at headquarters and on site to execute the Works, together with their qualifications, experience, positions held and nationality.

SCHEDULE NO. 3
SUB-CONTRACTORS

Element	Approximate value	Name and Address of Sub-Contractor	Statement of Similar Works Previously Executed

* The Bidder shall list in this Schedule those parts of the Works (and their approximate values) for which he proposes to employ sub-contractors, together with the names and addresses of the proposed sub-contractors. The Bidder shall also enter a statement of similar works previously executed by the proposed sub-contractors, including description, location and value of work, year completed, and name and address of employer/engineer. Notwithstanding the provision of this information, the Bidder, if awarded the Contract, will be required to submit applications to subcontract any part of the Works as stated in the Conditions of Contract.

SCHEDULE NO. 4
MANUFACTURERS

Goods or Materials	Name of Manufacturer

* The Bidder shall enter in this Schedule the names of manufacturers (and, where appropriate, model numbers) of major items of goods or materials that he proposes to incorporate in the Works. Notwithstanding the provision of this information, submission of details of goods and materials for approval, as required by the Specification, will be required from the Contractor.

Declaration of Integrity

Name of Bid: _____
Contracting Authority: _____
Name of the bidder/authorized signatory for the company: _____
Company Name: _____

We the undersigned confirm the following:
1. Neither we nor our employees, partners, agents, shareholders, advisors or their relatives have any relationships that may give rise to a conflict of interest in the subject matter of this transaction.

2. We will inform the Public Procurement Authority and the contracting authority in the event of a conflict of interest or discovery.

3. Neither nor will any of our employees, partners, agents, shareholders, advisors or their relatives engage in fraudulent, corrupt, coercive or obstructive practices in connection with our offer or proposal.

4. Neither we, nor any of our partners, agents, shareholders, consultants, or their relatives, made any payments to the employees, partners, or employees participating in the purchase process on behalf of the contracting authority, or to anyone else

5. In the event that we violate this declaration and undertaking, we will not be eligible to participate in any public bidding whatever its subject and we accept in advance any exclusion measure taken against us and we undertake at our full will not to dispute it.
Any false information will expose us to prosecution by the competent references.

Dated on _____ day of _____, _____ [insert date of signature]