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# **Extension of Containers Terminal at Tripoli Port (ECTTP)**

## **Volume 1: Instructions to Tenderers & Conditions of Contract (General and Particular)**

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**EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT**

**VOLUME 1 - TENDER CONDITIONS AND PROCEDURES  
CONDITIONS OF CONTRACT - FORMS**

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## EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT

### VOLUME 1 - TENDER CONDITIONS AND PROCEDURES CONDITIONS OF CONTRACT - FORMS

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## INSTRUCTIONS TO TENDERERS

### 1. Scope of Tender

The Tripoli Port Authority hereinafter referred to as "the Employer", wishes to receive tenders for the construction, design of particular items as specified, completion, remedying defects and maintaining of the Extension of Containers Terminal at Tripoli Port (ECTTP) as defined in these Tender Documents, hereinafter referred to as "the Works".

1.1. The type of the Contract is a Remeasured contract.

1.2. Project Description :

The "Extension of Containers Terminal at Tripoli Port - ECTTP" Project is for the construction of a Containers Terminal at Tripoli Port, together with service buildings, service area and infrastructure, as part of the "Buildings and infrastructure for the Port of Tripoli" project, which has been previously partially executed in previous packages.

The scope of work of the "Extension of Containers Terminal at Tripoli Port - ECTTP" includes the following key elements among others:

1. Demolition and / or relocation of existing facilities interfering with the Works, as detailed in Tender Documents. Coordination with the Tripoli Port Authorities regarding the relocation area, within Tripoli area but outside the Project premises.
2. Relocation of existing weighing bridge along with the corresponding control room of 32 m<sup>2</sup> BUA, as detailed in Tender Documents and in coordination with the Tripoli Port Authorities.
3. Coordination with Tripoli Port Authority regarding all facilities and services that are required to be maintained operational during construction period, and allow for proper implementation to TPA's satisfaction.
4. Geotechnical Site Investigation including boreholes and test pits for verification of soil conditions as indicated in Tender Documents
5. Relocation of existing Fuel Tank, and warehouse as indicated in tender Documents.
6. Design and construction of the below components which are included under the Employer's Requirements, where design criteria are detailed thereof, and to be followed by the Contractor's designer, in full compliance with all applicable standards and safety requirements. The Contractor shall coordinate with the Employer and the Operator prior to commencement of design works. These components are as follows:
  - a. Warehouses of 10,000 m<sup>2</sup> BUA, including all finishing, MEP requirements, steel structure works, and corresponding foundations, comprising the below:
    - 2 cooled warehouses of 2,500 m<sup>2</sup> BUA each
    - 2 ordinary warehouses of 2,500 m<sup>2</sup> BUA each
  - b. Electrical Substation (SS6) of approximately 120 m<sup>2</sup> total BUA, dedicated for the power supply of the four new warehouses, including MV power supply connection to existing MV feeder as shown on drawings
  - c. Workshop
  - d. Washing Area

7. Construction of a 500 m<sup>2</sup> BUA Fire Station, including 282 m<sup>2</sup> covered area, complete as specified and shown on drawings.
8. Construction of a 1,600 m<sup>3</sup> ground Water Reservoir supplying domestic and firewater with construction of Pump Station building comprising three pumps, two operating and one standby, for the water network, and three pumps (an electrical pump, a diesel pump, and a jockey pump) to supply the fire network as shown on drawings.
9. Construction of a water distribution network consisting of 770 m of DI pipelines of 100 mm diameter, and 2,250 m of 200 mm transmission line, a connection to the public water network, gate valves, air valves, washout valves, service connections, and water meters.
10. Construction of a firefighting network consisting of 2,290 m of DI pipelines of 150 mm, including fire hydrants, gate valves, air valves, and washout valves.
11. Construction of a wastewater collection network consisting of 1110 m of 200 mm uPVC pipelines including about 20 manholes. The Network includes a sewage Pumping Station with 1m width x 1m length x 4 m depth.
12. A storm water drainage network consisting of 840 m of UPVC pipes up to 500 mm diameter, and 1,850 m of GRP pipes up to 1,800 m diameter, manholes, gullies, and an outlet crossing a marine protection wall and discharging into the sea through a sea outfall, as shown on drawings.
13. Outdoor lighting including high mast lighting poles together with all related cabling works and auxiliaries as shown on drawings.
14. Road works including the following:
  - a. Construction of New Roads of a total length of 1.2 km, including intersections, tie in with the existing road and adjacent areas, sidewalks, medians, curbs, Signing and marking
  - a. Reconstruction of existing road of a total length of 0.9 km, linking the external gate with the previously executed stacking area works, including utility lines that were not implemented in Phase 1 works. Care must be taken to safeguard the implemented utility lines, thus conserving the existing levels, tying with the adjacent stacking area of Phase 2 and avoiding the existing canopy at the port entrance. Laying of new utility lines has to take the above into consideration.
15. Pavement of all roads and open spaces as follows:
  - a. The scope includes asphalt pavement for roads, and
  - b. 10,300 sqm service area, and
  - c. rigid concrete pavement for a 92,000 sqm Container Stacking Yard.
16. Telecommunication distribution network throughout the site shall be ensured via dedicated duct banks, hand holes and manholes. This network shall interconnect all the site facilities and ensure proper distribution via Fiber Optic (FO) cables. FO cables shall be terminated inside each facility dedicated distribution room. Such network shall support: Voice, Data, Security, etc. Moreover, facilities shall be connected to the service provider network and connection shall be fully functional
17. Fire alarm and detection network shall be distributed throughout the site based on an automatic analogue addressable fire alarm system, where each building or set of small buildings, is covered by an independent and autonomous Satellite Fire Alarm Cabinets (SFAC), all of which are interconnected via a fiber optic loop and report back to a Main Fire Alarm Control (MFAC) unit, located in the Fire Station.

1.3. Source of Fund

The Employer will provide the required funds for the Project. These funds are fully available and will be utilized solely for eligible payments under the contract issued in connection with this project.

1.4. The successful tenderer will be expected to complete the Works within Seven Hundred Thirty (730) calendar days from the Commencement Date of the Works.

1.5. 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.

2. Tender Confidentiality

The Tenderer shall treat the Tender Documents as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere. The Tender Documents shall not be used for any purpose other than, for which they are intended.

The Tenderer represents and certifies that 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. The Tenderer represents and certifies that 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. The Tenderer represents and certifies that 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

Neither the Employer nor the Engineer nor any of their employees has any authority to make any representation or to give any explanation to Tenderers as to the meaning of the tender documents, or as to anything to be done or not to be done by the Contractor whose tender is accepted, or as to these Instructions, or as to any other matter or thing so as to bind the Employer or bind and fetter the judgment or discretion of the Engineer or the Engineer's Representative in the exercise of their powers and duties under the contract, excepts in so far as the Engineer may issue Addenda to all Tenderers, amending or explaining the tender documents, to be incorporated in to the Formal Agreement when the Contract is signed.

4. Qualifications of the Tenderer

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

- Tenderer must demonstrate previous experience in similar works by having completed at least three projects in the last 10 years, and
- the total combined value of maximum three projects is not less than forty

million U.S. Dollars (40,000,000 \$)

- Tenderer must not be subject to any disqualification or exclusion from TPA.

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 موقعاً وممهوراً من العارض مع طوابع بقيمة ١,٠٠٠,٠٠٠,٠٠ ل.ل. مليون ليرة لبنانية ويتضمن التعهد، تأكيد العارض للالتزام بالسعر وبصلاحية العرض
2	Current and active Contractor's registration number and license, Commercial registration and license, Chamber of Commerce registration and license. Copies to be provided.	الإذاعة التجارية العائدة للشركة/المؤسسة إذا كان العرض باسم شركة أو مؤسسة أو التفويض بالتوقيع مصدقاً حسب الأصول لدى كاتب بالعدل
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 company's incorporation contract, if applicable	نسخة عن عقد تأسيس الشركة في حال وجودها
5	The legal partnership agreement, duly certified and registered with a notary public (if required for this commitment), declaring that the partners are jointly and severally liable for all responsibilities related to the execution of the commitment. Any document signed by one partner is considered signed by all partners concerning the execution of this commitment.	عقد الشراكة القانوني مصدق ومسجل لدى كاتب العدل (في حال توجيهه لهذا الالتزام) يصرح فيه انهم متكافلون ومتضامنون بكمال المسؤوليات العائدة لتنفيذ الالتزام. وكل وثيقة يوقعها أحد الشركاء تعتبر موقعة منهم جميعاً فيما يعود لتنفيذ هذا الالتزام
6	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 خاصعاً لها، أو شهادة عدم التسجيل إذا لم يكن خاصعاً، وفي هذه الحالة يتلزم العارض بسعره وإن أصبح مسجلاً في هذه المديرية خلال فترة التنفيذ
7	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 التازيم.
8	Certificate of quittance issued by the National Social Security Fund,; its validity extending beyond the bid opening date	براءة ذمة من الصندوق الوطني للضمان الاجتماعي "شاملة أو صالحة للاشتراك في الصفقات العمومية" صالحة بتاريخ جلسة التازيم تفيد بأن العارض قد سدد جميع اشتراكاته. يجب أن يكون العارض مسجلاً في الصندوق وترفض كل إفادة يذكر عليها عبارة "مؤسسة غير مسجلة".
10	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	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



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).	السنوات العشر الماضية، والمشاريع الجارية مع قيمتها، قيمة الأعمال غير المنجزة، تاريخ البدء والتاريخ المتوقع للانتهاء، مع تقديم الأدلة الداعمة (جدول مرفق
25 Major Items of Equipment proposed for use in carrying out the Works (Schedule 2).	قائمة بالأجهزة والمعدات الرئيسية المقترحة لتنفيذ الأعمال (جدول مرفق رقم ٢)
26 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 ٣)
27 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 ٣. كما يجب تقديم المخطط التنظيمي للشركة الذي يظهر إدارة الشركة والمكتب الرئيسي
28 Proposals for sub-contracting parts of the Works (Schedule 4).	مقررات تلزم بعض الأعمال (جدول مرفق رقم ٤)
29 Proposed List of Manufacturers/Suppliers, as applicable (Schedule 5).	قائمة بالمصنعين/الموردين المقترحين، حسب الاقتضاء (جدول مرفق رقم ٥)
30 Programme and Method Statement (Schedule 6).	لبرنامج والطريقة المقترحة لتنفيذ الأعمال (جدول مرفق رقم ٦)
31 Stamped and Signed Audited Financial Statements of the past 5 years (Schedule 7).	تقارير التدقيق المالي المختومة والموقعة من خبير محاسبة للسنوات الخمس الماضية (جدول مرفق رقم ٧)
32 Statement of Financial Capabilities from local reputable bank. Provide the name of the Tenderer's financial institution(s), the type of account(s) possessed, name of the branch manager and contact information. Attach the original, signed letter(s) from the Tenderer's bank(s) on bank letterhead stationary, dated within the last six (6) months, confirming Tenderer's relationship, credit, and banking history. Bank to clearly state financial standing of the Contractor.	بيان بالقدرات المالية من بنك محلي موثوق. يجب تقديم اسم المؤسسة المالية للمناقصة، نوع الحسابات المملوكة، اسم مدير الفرع ومعلومات الاتصال. يجب إرفاق رسائل أصلية موقعة من بنك المناقص على أوراق رسمية للبنك، مؤرخة خلال الأشهر الستة الأخيرة، تؤكد العلاقة الائتمانية والسجل المصرفي للمناقصة. يجب أن يصرح البنك بوضوح الوضع المالي للمقاول
33 A statement in writing certifying that the Tenderer has visited the site and familiarized himself with all conditions which may affect his Tender and that he has no queries on any matter concerning the Contract.	بيان كتابي يقر فيه المناقص بأنه زار الموقع وتعرف على جميع الظروف التي قد تؤثر على مناقصته، وأنه ليس لديه استفسارات بشأن أي مسألة تتعلق بالعقد
34 Tenderer's Quality Assurance Programme and HSE Plan.	برنامج ضمان الجودة وخطة الصحة والسلامة المهنية للمناقصة
35 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 يقبل عنوان صندوق البريد. يجب تقديم عنوان المكتب الكامل مع اسم جهة الاتصال ورقم الهاتف التجاري
37 Any other information required to be submitted in accordance with the Conditions for Tender and the Specification.	أي معلومات أخرى مطلوبة لتقديمها وفقاً لشروط المناقصة والمواصفات
38 The technical specifications booklet, signed on all pages with the Tenderer's signature and stamp.	دفتر المواصفات الفنية مؤشر وموقع على جميع صفحاته بإمضاء وختم العارض.

39 The Drawings signed on all pages with the **الخراط مؤشر وموقع على جميعها بامضاء وختم**  
 Tenderer's signature and stamp **العرض.**

All submitted documents, if not original, shall be duly certified by their original issuing authority, and the certification date must not exceed six (6) months from the date of the tender submission, unless stated otherwise.

It is the responsibility of the Tenderer to ensure the completeness of the information submitted. Failure to do so may result in the elimination of the tender from consideration.

#### 5. Tender Format

The Forms and Volume 3 (Bill of Quantities) provided in the Tender Documents shall be used without exception (subject to extension of the Schedules in the same format).

#### 6. One Tender per Tenderer

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

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 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.
- 8.2. 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.

- 8.3. 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.
- 8.4. 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 Clause 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
2-C	Employer's Requirements for Design Build Items
Volume 3	Method of Measurement and Bill of Quantities
Volume 4	the Drawings
<u>Appendices</u>	
Appendix A	Employer's Safety Rules & Regulations

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 Clause 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

A prospective tenderer requiring any clarification of the Tender Documents may notify the Employer in writing or by facsimile at the Employer's address indicated

in the Invitation for Tenders (not later than 14 days before the deadline for submission of the tenders). The Employer will respond, in an Addendum, to any request for clarification received earlier than 6 days prior to the deadline for submission of tenders. Copies of the Employer's addendum will be forwarded to all participants, including a description of the enquiry but without identifying its source.

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. All addenda thus issued, be it for the purpose of clarification or for amendments, shall be part of the tender documents pursuant to Sub-Clause 9 of these Instructions to Tenderers, and shall be communicated in writing or by facsimile to all participants. Prospective tenderers shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3. To afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend as necessary the deadline for submission of tenders, in accordance with Clause 22 of these Instructions to Tenderers.

12. Language of Tender

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) Written Power of Attorney of Signatory of the Tenderer
- 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 Clause 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.

The information and documents required under Sub-Clause 4.1 of these Instructions to Tenderers "Qualification of Tenderers" shall serve as evidence of the tenderer's capability to carry out the Works. Unless specifically listed in the Letter of Acceptance, or the Contract Agreement, the information and documents required under Sub-Clause 5.1 of these Instructions to Tenderers, shall not be considered part of the Contract Documents. However, the tenderer will remain responsible for the validity, authenticity, and correctness of the information provided.

13.2. The submitted documents shall be filled in and completed without exception, and all documents comprising the Tender shall be signed and stamped, dated, priced, completed and returned as described in Tender Conditions, together with all information requested.

#### 14. Tender Prices

14.1 The Tender shall be for the whole of the Works as covered by the Tender Documents.

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 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 description contained in the Bills of Quantities for each item is not necessarily complete. The Contractor is referred to the Conditions of Contract and other documents, Specifications and Drawings as well as relevant Standards and Codes of Practices for further information as no claim or variation will be considered on account of the Contractor's failure so to do. Where the description of the item in the Bills of Quantities varies from its description in the Specifications and the Drawings, the description of the item in the Drawings and the Specifications shall prevail.

14.4 Unless otherwise specified Appendix to Tender the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the

performance of the Contract in accordance with the provisions of the Conditions of Contract, for the BoQ items specified in the preamble to BoQ.s

- 14.4 The Contractor is to execute the Works in accordance with the intent and meaning of the Drawings and Specifications and is to supply all items/accessories necessary for the proper execution of the Work and is to execute all Work which may be inferred whether or not specifically shown or described.
- 14.5 The rates and prices inserted in the Bill of Quantities shall include for all import duties, taxes, and other levies payable by law on materials and goods and services.
- 14.6 The unit rates in the Bill of Quantities shall be used for the new items having the same nature of Works.
- 14.7 Tenderer shall take into account the items described under Item 1.2 of the Instructions to Tenderers.

15. Currency of Tender and Payment

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 180 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 guarantee, for the period of the extension, and in compliance with Clause 17 of these Instructions to Tenderers in all respects.

17. Tender Security

- 17.1 The Tenderer shall furnish, as part of his Tender, a Tender security in the form of a bank guarantee in the amount of 300,000 USD.
- 17.2 The Tender Security shall be valid for a period of 180 days from the latest tender submission date.

Should 180 days, after the date of Tender Submission, elapse without Tenderers being notified of the result of the Tender, the Tender and Tender Security shall become automatically extendible for a further period of twenty-eight (28) days unless notified to the contrary by the Employer.

- 17.3 The Tender Security shall either be:
  - in the form of a guarantee from a bank located in Lebanon and payable on demand. The format of the bank guarantee shall be in accordance with the sample form of Tender security included in the Tender Documents.
  - cash guarantee deposited in the fund of the Employer in exchange for an official receipt, in accordance with established procedures.
- 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 Security of the unsuccessful tenderers will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the period of tender validity.
- 17.6 The Tender Security of the successful Tenderer will be returned when the Tenderer has signed the Letter of Acceptance or Contract Agreement (if any) and has furnished the required Performance Guarantee.
- 17.7 The 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 Sub-Clause 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 the Letter of Acceptance or Contract Agreement, (if any) 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 Clause 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. NOT USED

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 The "ORIGINAL" and "ONE COPY" of the tender shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and all pages of documents shall be stamped, signed/initialed by a person or persons duly

authorized to sign on behalf of the Tenderer, pursuant to Sub-Clauses 5.1 (a) or 5.3 (c) of these Instructions to Tenderers, as the case may be. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.

- 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 complete, in two parts – one financial and one technical – each within a sealed envelope, in an original hard format (within a binder/box file, with a table of contents and clearly identifiable sections) and shall include a filled and signed copy of the Tenderer's Contact Information. The submission shall be accompanied by soft formats on CD/ USB for each envelope separately (1 copy - editable MS Word/Excel and searchable PDF).

The Technical envelope shall include all documents and information regarding eligibility and qualifications to demonstrate the tenderer's capability and adequacy of resources to carry out the Works, as detailed under Article 4 (Qualifications of the Tenderers) of these Instructions to Tenderers. All submitted documents, if not original, shall be duly certified by their issuing authority, and the certification date shall not exceed six months prior to the date of the award session, unless stated otherwise.

The Financial envelope shall include **Two Copies** of each of the Priced Bill of Quantities and the Breakdown of the Unit Rates duly signed and stamped by the tenderer, along with the Letter of Tender

## 21. Submission of Tenders

- 21.1 The Tenderer shall seal the original of the Tender and the Tender Security, forms of Tender the Statement of Financial Capabilities, and submit a copy of the same in a separate envelope, clearly marked "ORIGINAL" and "COPY 1", which shall then be sealed in an outer package. In the event of discrepancy, the original shall prevail. All documents shall be stamped and signed by an authorized person.
- 21.2 The package and inner envelopes shall:
  - (a) be addressed to the Employer at the address mentioned in the Invitation for Tenders
  - (b) bear the following identification:

**"Tender Reference Number"**  
**"TENDER FOR:**  
**Extension of Containers Terminal at Tripoli Port –**  
**Original Proposal".**

Each of the envelopes "ORIGINAL" and "ONE COPY" shall contain all documents listed in Sub-Clause 13.1 and shall be returned with the Tender together with two copies of the completed documents and other information listed in Sub-Clause 5.1 and 5.3.

21.3 In addition to the identification required in Sub-Clause 21.2 of these Instructions to Tenderers, the Tender shall indicate the name and address of the tenderer to allow for the return of the unopened tender in the event it is declared as "late" pursuant to Clause 24 of these Instructions to Tenderers. Any notice or letter sent by registered mail to the said address shall be considered as if it had been delivered to him.

All Proposals shall be submitted in sealed envelopes bearing the following information:

- Tenderer's company stamp
- Bid Reference
- Tenderer's name

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 Clause, and Clause 20 of these Instructions to Tenderers, the tenderer shall return one copy of all other documents provided to him for tendering.

21.6 Tenders shall be submitted by hand to the address mentioned above.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Employer at the address specified above no later than 12 pm on the deadline mentioned in the Request For Proposal, at the address indicated in sub-clause 21.2 above, and without any indication of the Tenderer's identity.

22.2 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 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

Any tender received by the Employer after the deadline for submission of tenders

prescribed in Clause 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 Clause 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 Clause 17 of these Instructions to Tenderers.

25. Tender Opening

- 25.1 Except in the cases specified in Clause 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.
- 25.2 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. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender Opening.
- 25.3 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender Opening.
- 25.4 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Bid Price, including

any discounts; the presence or absence of a Tender Security; and any other details as the Employer may consider appropriate.

25.5 Only Tenders that are opened and read out at Tender opening shall be considered further for evaluation. The Letter of Tender and the Bill of Quantities are to be initialed by representatives of the Employer attending Tender opening.

25.6 The Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with Clause 23 of these Instructions to Tenderers)

25.7 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 Tender Price, including any discounts;
- (c) the presence or absence of a Tender Security, if one was required.

25.8 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.

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 deviation or reservation. A deviation or reservation is:

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

26.3 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender;

- i. has been properly signed;
- ii. is accompanied by the required securities;
- iii. is substantially responsive to the requirements of the Tender Documents; and
- iv. provides any clarification and/or substantiation that the Employer may require

26.4 If a tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Evaluation of Tenders

27.1 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. 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.

27.2 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 Clause 28 of these Instructions to Tenderers.

27.3 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 26 of these Instructions to Tenderers.

27.4 If the tender of the successful tenderer 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 tenderer 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. After evaluation of the price analyses, the Employer may require the tenderer to provide written clarifications including detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the tender
- (b) require that the total amount of the performance security set forth in Clause 34 of these Instructions to Tenderers be increased at the expense of the successful tenderer to a level not exceeding 20% to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.
- (c) reject the tender
- (d) reject the tender

28. Method of Checking of Tenders

28.1 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected 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, 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.

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 Sub-Clause 17.7(b) of these Instructions to Tenderers.

29. Standstill Period

29.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Tenderer the Notification of Intention to Award the Contract.

29.2 The Employer shall send to each Tenderer the Notification of Intention to Award the Contract to the successful Tenderer. 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 names of all Tenderers who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

30. Award

30.1 Subject to Clauses 27 and 31 of these Instructions to Tenderers, the Employer will award the Contract to the Tenderer that meets the Tender Evaluation Criteria and whose Tender has the most economically advantageous price. The Employer will select the Tenderer with the lowest evaluated total price among those tenderers that achieved the acceptable technical score.

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

31.1 Notwithstanding Clause 30 of these Instructions to Tenderers, Employer reserves the right to reject any or all proposals, to annul the tendering process and reject at

any time prior to award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any. The Employer may also award this Tender in whole or in part to the Tenderer(s) that, in its opinion, offer(s) the most advantageous combination of cost, quality, service and other factors which in its sole discretion are deemed important to the Employer.

The Employer may accept or reject any or all bids and shall not be required to provide justification for any such selection or rejection. The Employer may also cancel this invitation to bid at any stage, whether before or after the selection of the successful bidder (prior to signature of the contract) without having to provide any justification and without incurring any liability whatsoever as a result thereof.

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 facsimile 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 In the absence of a Contract Agreement, the Notification of Award / Letter of Acceptance will constitute the formation of the Contract.
- 32.3 Upon the furnishing of a Performance Security by the successful tenderer, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

33. Signing of Contract

- 33.1 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer will send the tenderer the Letter of Acceptance including the Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.
- 33.2 Within 28 days of receipt of the Contract Agreement, the successful Tenderer shall sign the Contract Agreement and return it to the Employer.

34. Performance Security

- 34.1 Within 28 days of receipt of the Letter of Acceptance, the successful tenderer shall furnish to the Employer a performance security in the form of a bank guarantee in the amount stated in the Appendix to Tender. The Performance Security shall be in accordance with the form provided in the Tender Documents.
- 34.2 The Performance Security, to be provided by the successful tenderer in the form of a bank guarantee, shall be issued by a bank located in Lebanon.

34.3 Failure of the successful tenderer to submit the above-mentioned Performance Security to be provided by the successful Tenderer in the form of a bank guarantee, or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Employer may award the Contract to the Tenderer offering the next most advantageous bid.

**LETTER OF TENDER, APPENDIX AND GUARANTEE**

**LETTER OF TENDER**

*FOR*

**EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT**

To: Tripoli Port Authority

1. We have examined the Tender and Contract Documents for the above-named Works, comprising the Information for Tenderers, Tender Conditions and Procedures, 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 sum of .....  
..... *(Name of Currency)*  
*(Currency Symbol .....)* or such other sum as may be determined in accordance with the Contract.
2. We agree to abide by this Tender for the period of Seven Hundred Thirty (730) days from the closing date for submission of tenders 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 this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with above-named documents within the Time for Completion,
6. Unless and until a formal Agreement is prepared and executed, this Letter of Tender, 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 tender you may receive.

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 ..... 2025  
between ..... (*Name of Employer*)  
of ..... (*Address of Employer*)  
(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 (*Name of Project*) 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:
  1. The Contract Agreement
  2. The Letter of Acceptance dated.....
  3. Any addenda to the Tender issued before signature of the Agreement
  4. The Priced Letter of Tender dated.....and Appendix to Tender
  5. The Particular Conditions of Contract
  6. The General Conditions of Contract
  7. The Specification
  8. Drawings
  9. The Bill of Quantities, Method of Measurement and Preamble, and Rates and Breakdown of Unit Rates and Prices
  10. Any other document forming part of the Contract
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 of .....  
.....(Name of currency)  
(Currency symbol.....) 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: .....

Date: .....

Date: .....

**FORM OF BANK GUARANTEE**  
**TENDER SECURITY**  
**FOR THE TENDER OF**

**EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT**

Brief description of Contract .....

Name and address of Beneficiary .....  
.....  
..... (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 ..... (say: .....) 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 25 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.

We have been informed that the Beneficiary may require the Tenderer to extend this guarantee if a contract has not been awarded prior to such expiry date. We undertake to extend this guarantee accordingly, notice of such extension to the Bank being hereby waived.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date ..... Signature (s) .....

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

*FOR*

**EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT**

To:

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 recognized bank 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 ..... (&currency&) ..... (being not less than Ten (10) percent of the Contractor's price stated in his tender), such sum being payable in the types and proportions of currencies in which the Contract Sum is payable, 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 proceeding..

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.

This guarantee shall be valid until the date of issue of the Performance Certificate.

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

Name of Bank: .....

Address: .....

Date: .....

**FORM OF ADVANCE PAYMENT GUARANTEE**

**EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT PROJECT**

To: Messrs Tripoli Port Authority  
Sea Road, Tripoli, Lebanon

WHEREAS ..... (hereinafter called "the Contractor") has undertaken to execute Extension of Containers Terminal at Tripoli Port.

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 an amount of .....;

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 the types and proportions of currencies in which the Contract Price is payable, 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 proceeding..

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.

You shall advise us periodically of the amount of reductions to be made to this Guarantee till the whole amount of the Advance Payment is recovered by yourselves in full. This Guarantee comes into force upon receiving the guaranteed amount in the Contractor's account number ..... held with our branch.

This guarantee shall be valid until we receive from you a written notification releasing us from it or until the return of the original Guarantee to us for cancellation.

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

Name of Bank: .....

Address: .....

Date: .....

تصريح وتعهد**للاشتراك في تلزيم أعمال "مشروع توسيع منطقة تخزين الحاويات في مرفأ طرابلس"**

أنا الموقع أدناه (الاسم الثلاثي) .....  
 المفوض قانونياً التوقيع عن شركة أو مؤسسة .....  
 المتخذ لي محل إقامة ..... منطقة .....  
 ..... شارع .....  
 ..... حي .....  
 ..... ملك .....  
 رقم الهاتف .....  
 ..... فاكس ..... مكتب ..... ،

أرغب في الاشتراك بالمناقصة العمومية "مشروع توسيع منطقة تخزين الحاويات في مرفأ طرابلس". وأقر أنتي  
 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، وأنني مستعد للتقيد بشروط الصفقة وتتفيد بها  
 بكاملها بكل دقة وأمانة وعلى مسؤوليتي وتحت إشرافي المباشر. وأتعهد في حال رسو الالتزام على:

- ١ - بالتقيد بما ورد في التصريح وبقبول كافة الشروط المبينة أعلاه وبمدة صلاحية العرض المحدد بموجب المادة ٨ من دفتر الشروط هذا، وبالتقيد بها وتتفيد بها كاملاً دون أي نوع من أنواع التحفظ أو الاستدراك.
- ٢ - بالتقيد على مسؤوليتي:

- بالسعر المعروض من قبلني الذي يشمل جميع الأشغال التحضيرية والتجهيزات والتوريد والنقليات واليد العاملة  
 لتقديم المواد وتسليمها بحالة جيدة وتتفيد كاملاً 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.

٣ - بعد المطالبة في المستقبل بأي زيادة على الأسعار أو تعويضات إلا في ضوء ما يجيزه العقد.

٤ - باعتبار هذا التصريح والتعهد قد تم على مسؤوليتي الشخصية وبمعرفتي التامة وبأنه لا يمكنني اتخاذ أي حجة  
 بداعي بجهل الأصول الفنية والقوانين والأنظمة المرعية الاجراء.

٥ - برفع السرية المصرفية عن الحساب المصرفي الذي يودع فيه أو يننقل إليه أي مبلغ من المال العام، وذلك  
 لمصلحة الإدارة في كل عقد من أي نوع كان، يتناول مالاً عاماً.

..... نظم في .....

..... توقيع العارض

طبع مالي ١٠٠٠٠٠ ل.ل.

### كتاب رفع السرية المصرفية

للاشتراك في تلزيم أعمال "مشروع توسيع منطقة تخزين الحاويات في مرفأ طرابلس "

أنا الموقع أدناه ( الاسم الثلاثي ) .....  
المفوض 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 آخذًا بعين الاعتبار كل شروط التلزيم ومصاعب تنفيذه في حال وجوده.

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

التاريخ

طابع مليون ليرة لبنانية

التوقيع

### تصريح النزاهة

عنوان الصفقة: \_\_\_\_\_

الجهة المتعاقدة: \_\_\_\_\_

اسم العارض / المفوض بالتوقيع عن الشركة: \_\_\_\_\_

إسم الشركة: \_\_\_\_\_

نحن الموقعون أدناه نؤكد ما يلي:

- ١- ليس لنا، أو لموظفيها، أو شركائنا، أو وكلائنا، أو المساهمين، أو المستشارين، أو أقاربهم، أي علاقات قد تؤدي إلى تضارب في المصالح بموضوع هذه الصفقة.
- ٢- سنقوم بإبلاغ هيئة الشراء العام والجهة المتعاقدة في حال حصول أو اكتشاف تضارب في المصالح.
- ٣- لم ولن نقوم، ولا أي من موظفيها، أو شركائنا، أو وكلائنا، أو المساهمين، أو المستشارين، أو أقاربهم، بمارسات احتيالية، أو فاسدة، أو قسرية أو مُعرقلة في ما يخص عرضنا أو اقتراحتنا.
- ٤- لم نقدم، ولا أي 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.
- ٥- في حال مخالفتنا لهذا التصريح والتعهد، لن تكون مؤهلين للمشاركة في أي صفقة عمومية أيًّا كان موضوعها ونقبل سلفاً بأي تدبير إقصاء يُؤخذ بحقنا ونتعهد بملء إرادتنا بعدم المنازعة بشأنه.

إن أي معلومات كاذبة تُعرضنا لللاحقة 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 meeting the following qualification criteria are eligible to participate in this Tender:

- Tenderer must demonstrate previous experience in similar works by having completed at least three projects, and
- the total combined value of maximum three projects is not less than forty million U.S. Dollars (40,000,000 \$)

The Tenderer shall enter in 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**

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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

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 Design Manager				20				
Senior Infrastructure Engineer				15				
Senior Civil Engineer				15				
Senior Steel Structure Engineer				10				
Senior Mechanical Engineer				10				
Senior Electrical Engineer				10				
Planner				10				
Site Engineer				7				
QA/QC Officer				7				
HSE Officer				5				
Others (add as needed)								

Tenderer to provide evidence that all proposed key personnel are officially registered in the Order of Engineers and Architects. Before signing the Contract and while conducting the technical study, the Contractor must submit to the Engineer, a list of the names of their leading technical team members (Project Manager, and Senior Site Engineers), along with copies of their experience certifications, and academic qualifications.

**Project Manager:**

- Holder of a recognized university degree in civil engineering
- Minimum overall experience of 20 years
- Minimum experience of 15 years in similar projects

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**Senior Design Manager:**

- Holder of a recognized university degree in civil engineering
- Minimum overall experience of 15 years
- Minimum experience of 10 years in design of similar projects

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**Senior Infrastructure Engineer:**

- Holder of a recognized university degree in civil engineering
- Minimum overall experience of 15 years
- Minimum experience of 10 years in similar projects

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**Senior Civil Engineer:**

- Holder of a recognized university degree in civil engineering
- Minimum overall experience of 15 years
- Minimum experience of 10 years in similar projects

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**Senior Steel Structure Engineer:**

- Holder of a recognized university degree in civil engineering
- Minimum overall experience of 10 years
- Minimum experience of 7 years in similar projects

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**Senior Mechanical Engineer:**

- Holder of a recognized university degree in mechanical engineering
- Minimum overall experience of 10 years
- Minimum experience of 7 years in similar projects

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**Senior 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

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**Planner:**

- Holder of a recognized university degree in engineering
- Minimum overall experience of 10 years

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**QA/QC Officer:**

- Holder of a recognized university degree (Bachelor level as minimum)
- Minimum overall experience of 7 years

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**HSE Officer:**

- Holder of certificate from a recognized institution
- Minimum overall experience of 5 years

**SCHEDULE 4**  
**SUBCONTRACTORS**

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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 among their proposed subcontractors, but not limited to, the ones which will carry out the design works specified under Volume 2-C [Employer's Requirements] 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 Tenderer shall list in this Sheet those parts of the Works (and their approximate values) 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**

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

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The Tenderer shall list in this Schedule names of proposed manufacturers/suppliers and those parts of the Works (and their approximate values). 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 reflect procurement, mobilization and site activities required for the orderly performance and completion of the Work, for both site and off-site activities. The programme shall 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 to carry out the Works. The methodology should describe the technology, the resources and the equipment the Bidders shall use to construct the Works. The Bidder shall provide his understanding of the Project Objectives and the terms and conditions provided.

The Tenderer shall provide a brief of his quality control plan that he intends to use when executing the works. He shall also mention his proposed testing agencies.

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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 (passed 5 years), which bear the official stamp and signature of its Financial Auditor(s).

Financial information in USD or its equivalent	Tenderer's information for the previous five years. (insert amount in USD or its equivalent from Audited Balance Sheet)				
	2024	2023	2022	2021	2020
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**  
**EXTENSION OF CONTAINERS TERMINAL AT TRIPOLI PORT**

The purpose of this document is to set the criteria for the evaluation of the Tenders for The Extension of Containers Terminal at Tripoli Port Project. Tender evaluation shall be carried out to ensure technical, commercial and contractual compliance of the bids. 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:

<b>TENDER SCHEDULE WEIGHT DISTRIBUTION</b>	
<u>SCHEDULE</u>	<u>Maximum Point</u>
SCHEDULE 1: CONTRACTOR'S EXPERIENCE	15
SCHEDULE 2: MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT	10
SCHEDULE 3: KEY PERSONNEL	15
SCHEDULE 4: SUBCONTRACTORS	20
SCHEDULE 5: MANUFACTURERS/SUPPLIERS	15
SCHEDULE 6: PROGRAMME AND METHOD STATEMENT	10
SCHEDULE 7: FINANCIAL DATA	15
	100

- \* *Cut Off Point is 70 points below which a tenderer is to be classified as technically not qualified.*
- \* *The Employer will select the tenderer with the lowest evaluated total price among those tenderers that achieved the acceptable technical score.*

If the evaluation reveals that the applicant is of sufficient capability yet is missing key documents to allow for his passing, then the Employer may request that the applicant supplies clarification on the deficient or missing part.

## CONDITIONS OF CONTRACT

### GENERAL AND PARTICULAR CONDITIONS

## ***GENERAL AND PARTICULAR CONDITIONS OF CONTRACT***

### **A21:1 PART I - GENERAL CONDITIONS**

1021 GENERAL CONDITIONS: The General Conditions of Contract shall be the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, First Edition 1999 Part I, published by the Fédération Internationale Des Ingénieurs-Conseils (FIDIC), P.O. Box 86, CH 1000 Lausanne, 12-Chaillly, Switzerland. The Contractor is deemed to have full knowledge of the General Conditions.

### **A21:2 PART II - PARTICULAR CONDITIONS**

1025 PARTICULAR CONDITIONS: The following Particular Conditions are additional to or amend the General Conditions, as appropriate. They are to be read and construed in conjunction with the General Conditions. In the event of any discrepancy between the General Conditions and the Particular Conditions, the Particular Conditions shall take precedence.

**APPENDIX TO TENDER**

<b>Item</b>	<b>Sub-Clause</b>	<b>Data</b>
Employer's name and address	1.1.2.2 & 1.3	Tripoli Port Authority
Contractor's name and address	1.1.2.3 & 1.3	____TBD_____
Engineer's name and address	1.1.2.4 & 1.3	Dar Al-Handasah (Shair & Partners) Verdun Street Dar Al Handasah Building P.O. Box: 11-7159 Tel: +961 (0)1 790 002/3 Fax: +961 (0)1 869 026
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	Seven Hundred and Thirty (730) calendar days.
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	Not acceptable.
Governing Law	1.4	The law of the Republic of Lebanon
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 7 days of the issue by the Engineer of the Notice of the Commencement Date
Initials of signatory of Tender		

Amount of Performance Security	4.2	Bank Guarantee for ten percent (10%) of the Accepted Contract Amount.
Subcontractors	4.4	Total limit of subcontracted works not to exceed 35% of Accepted Contract Amount
Working Hours	6.5	As stated in the Particular Conditions
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, repayment shall be at the rate of 10%.
Start repayment of Advance Payment	14.2(a)	From the first Interim Payment Certificate
Percentage of Retention	14.3	Ten percent (10%) of payment due
Limit of Retention Money	14.3	Ten percent (10%) of the Contract Price
Plant and Materials	14.5(b)(i)	Not Applicable
Plant and Materials for payment when delivered to the Site	14.5(c)(i)	70% of the material rate as deduced from the BoQ Items breakdown, applicable for following items: <ul style="list-style-type: none"> <li>• GRP Pipes</li> <li>• Ductile Iron Pipes &amp; Valves</li> <li>• Pumps &amp; Valves</li> <li>• Master Fire Alarm Control Panel</li> <li>• Odor Control Unit</li> <li>• Transformer</li> <li>• Refrigeration System for Warehouse</li> </ul>
Minimum amount of Interim Payment Certificates	14.6	500,000 USD
Delayed Payment	14.8	interest rate of 5% annual
Currency/currencies of payment	14.15	United States Dollars

Initials of signatory of Tender

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Periods for submission of insurance

(a) evidence of insurance

18.1 Within Seven (7) days from the receipt of the Notice to Commence

(b) relevant policies

Within Fourteen (14) days from the receipt of the Notice to Commence, and prerequisite to the Commencement of the Works.

Insurance Policies Wording

18.1 Insurance Policies shall be submitted in compliance with Marsh policy wording

Amount Insured

18.1 115% of the Contract Price

Maximum amount of deductibles for insurance of the Employer's risks

18.2(d) All deductibles stated in the insurance policies to be provided pursuant to the Contract shall be the borne of the Contractor

Minimum amount of third party insurance

18.3 Ten Million (\$10,000,000) U.S.D. for any one incident or occurrence a combined single limit for property damage and personal injury/death, number of occurrences unlimited in the Aggregate.

Date by which the DAB shall be Appointed.

20.2 DAB shall be appointed within 28 days after the notification of a dispute between parties

The DAB shall be

20.2 One Member, residing in Lebanon

List of proposed members of DAB

20.2 Proposed by the Employer:  
*To be advised*

Proposed by the Contractor

Failure to Agree Dispute Adjudication Board

20.3 Appointment (if not agreed) to be made by: President of Order of Engineers in Tripoli or a person appointed by the President of Order of Engineers

Initials of signatory of Tender

## PART II - PARTICULAR CONDITIONS

### 1.1 DEFINITIONS

#### 1.1.1.5 Add at the end of this Sub-Clause

Specifications are separated into titled divisions for convenience of reference, and to facilitate letting of contracts and subcontracts, if applicable.

#### 1.1.1.6 Add at the end of this Sub-Clause

Drawings are intended to show general arrangements, design, and extent of work and are partly diagrammatic. Dimensions shall not be determined by scale or rule. If figured dimensions are lacking, they shall be supplied by the Consultant on the Contractor's request to the Employer's Representative

#### 1.1.1.8 Replace Sub-Clause 1.1.1.8 with the following

**"Tender"** means the Letter of Tender and all other documents submitted by the Contractor with the Letter of Tender, as accepted by the Employer. The words 'Tender' and 'Bid' are synonymous.

Add the following Sub-Clause

#### 1.1.1.11 **"General Requirements"** means Division 01 of the Specifications and as reflected by Division No.1 of the BOQ.

Amend the following definitions in Sub-Clause 1.1:

#### 1.1.2.2 **"Employer"**

Add the following at the end of sub-clause 1.1.2.2

*The words Employer/Owner may be used interchangeably in the Contract Documents.*

#### 1.1.2.4 **"Engineer"**

Add the following at the end of sub-clause 1.1.2.4

When the term 'Consultant' is used herein, it shall refer to the Consultant or the Engineer specified and defined herein or his duly authorized representative.

#### 1.1.2.8 **Subcontractor**

Add the following at the end of sub-clause 1.1.2.8

The term 'Subcontractor' is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

Insert the following new definitions in Sub-Clause 1.1:

1.1.2.11 **"Engineer's Representative"** means a technical person appointed from time to time by the Engineer under Sub-Clause 3.2 to act as his assistant.

1.1.3.7 Add at the end of this Sub-Clause:

The term "Defects Notification Period" is also referred to in some Contract Documents as "maintenance period", "Maintenance Period" or "Defects Liability Period" and the alternative wording, where used shall be construed as 'Defects Notification Period'.

1.1.3.9 Add at the end of this Sub-Clause:

Day and year are as identified using the Gregorian calendar.

1.1.6 Insert the following new definitions in Sub-Clause 1.1.6:

1.1.6.10 **Approved:** The terms "**approved**", "**equal to**", "**directed**", "**required**", "**ordered**", "**designated**", "**acceptable**", "**satisfactory**", and similar words or phrases will be understood to have reference to action on the part of the Consultant and/or the Employer's Representative.

1.1.4.8 Deleted and Replace with the following:

"Local Currency" means the currency of United States Dollars and shall be considered to be the Local Currency for the purpose of this Contract

## 1.5 PRIORITY OF CONTRACT DOCUMENTS

Delete the documents listed (a) to (h) and substitute:

- (a) the Contract Agreement (if completed);
- (b) the Letter of Acceptance;
- (c) The Priced Letter of Tender; and Appendix to Tender
- (d) Any issued Addendum or Notice to Tenderers
- (e) the Particular Conditions;
- (f) the General Conditions;

- (g) the Specifications
- (h) the Drawings
- (i) the Bill of Quantities, Method of Measurement and Preamble, and
- (g) Any other document forming part of the Contract including the Contractor's Tender insofar as it is not covered by any of the foregoing

## 1.6 CONTRACT AGREEMENT

Delete the last sentence and replace with the following:

The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.

## 1.8 CARE AND SUPPLY OF DOCUMENTS

Add at the end of the last paragraph:

In particular the Contractor is required to notify the Engineer in writing of any error he may discern or discover in the design before or during the execution of the Works which could affect the safety of the Works.

The Employer will make available, at his premises, all drawings, maps and investigation data relating to the works that are available with the Employer at the time of request by the Contractor. Provision of drawings, maps, and investigation data that are not available from the Employer, will be the responsibility of the Contractor at his own expense.

# THE EMPLOYER

## 2.3 EMPLOYER'S PERSONNEL

Add the following paragraph at the end of Sub-Clause 2.3:

In the event that other contractors are working for the Employer on the Site, then their contracts will include similar clauses for co-operation and compliance to provide safety procedures, and the Employer shall notify the Contractor of the presence of such other contractors.

## 2.5 EMPLOYER'S CLAIMS

Add the following paragraph at the end of Sub-Clause 2.5:

The Employer has the right to deduct any sum/cost due to the Employer from the Contractor's certified Payment.

## THE ENGINEER

### 3.1 ENGINEER'S DUTIES AND AUTHORITY

Delete the fourth paragraph.

Add the following at the end of Sub-Clause 3.1:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 13.1 [Right to Vary] - issuing variation orders;
- (b) Sub-Clause 13.2 [Value Engineering] – stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2
- (c) Sub-Clause 13.3 [Variation Procedure] – approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clauses 13.1 and 13.2
- (d) Sub-Clause 12.3 [Evaluation] – approving any new rate or price
- (e) Sub-Clause 13.7 [Adjustments for Changes in Legislation] – approving any adjustment
- (f) Sub-Clause 13.8 [Adjustments for Changes in Cost] – approving any adjustment
- (g) Sub-Clause 8.4 [Extension of Time for Completion] - deciding on the extension of Time for Completion and application of delay damages;
- (h) Sub-Clause 4.4 [Subcontractors] - approving the appointment of Subcontractors
- (i) Sub-Clause 8.8 [Suspension of Work] - issuing orders of suspension of Works
- (j) Sub-Clause 10.1 [Taking Over of the Works and Sections] – issuing Taking-Over Certificates
- (k) Sub-Clause 11.9 [Performance Certificate] - issuing Performance Certificate

For the purpose of this Contract, the Contractor shall be considered as having previous knowledge that the Engineer shall obtain the prior approval of the Employer in the matters specified in Clause 3 of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor from any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, if any in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

### 3.4 REPLACEMENT OF THE ENGINEER

Delete this Sub-Clause and replace with the following:

If the Employer intends to replace the Engineer, the Employer shall, not less than 28 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor has reasonable objections to the intended Engineer, then he shall notify the Employer within 14 days from receipt of the Employer's notice of replacement with supporting particulars for the objection. The Employer upon receipt of such notice and the supporting particulars shall make his decision which shall be conclusive and final.

### 3.6 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Add new Sub-Clause 3.6 as follows:

- (a) The Engineer shall not be responsible for the Contractor's operational techniques and procedures nor for the safety and stability of Temporary Works and Contractor's Equipment nor for measures for the safety, health and welfare of any persons on the site.
- (b) Neither the Engineer nor any member of the Engineer's staff shall be in any way personally liable to the Contractor for any acts or obligations performed in the course of the Engineer's duties under the Contract nor be answerable for any default or omission on the part of the Employer.

### 3.7 ADMINISTRATIVE MEETINGS:

Add new Sub-Clause 3.7 as follows:

The Engineer or the Contractor's Representative, vide the Employer's Representative, may call each other for administrative meetings to study the Works' matters, and in this case the Engineer shall prepare minutes of the meeting and provide copies to all the attendees and the Employer's Representative, taking into consideration that responsibilities for actions to be taken by any of the attendees shall comply with the Contract Conditions.

## THE CONTRACTOR

### 4.1 CONTRACTOR'S GENERAL OBLIGATIONS

Insert the following at the end of this Sub-Clause:

If the Engineer instructs that further Contractor's Documents are required, the Contractor shall prepare them promptly.

Any such approval or consent, or any review (under this Sub-Clause or otherwise), shall not relieve the Contractor from any obligation or responsibility

### 4.2 PERFORMANCE SECURITY

Delete the 2<sup>nd</sup> paragraph and replace with the following:

The Contractor shall deliver the Performance Security to the Employer within 15 days after receiving the Letter of Acceptance, unless otherwise stated, and shall send a copy to the Engineer. If the Contractor acts contrary to this requirement he shall be considered to be withdrawing his tender and the Employer shall be entitled to forfeit the Contractor's tender security.

The Performance Security shall be issued from within a country approved by the Employer, and shall be in the form annexed to the Particular Conditions. If the Performance Security is in the form of a bank guarantee, then it shall be issued by a bank located in Lebanon.

Add the following at the end of Sub-Clause 4.2

Whenever Variations and/or adjustments under Clause 13 [Variations and Adjustments] result in an accumulative increase or decrease of the Contract Price by more than fifteen percent (15%) of the Accepted Contract Amount:

- a. in the case of such an increase, at the Employer's request the Contractor shall promptly increase the amount of the Performance Security in that currency by a percentage equal to the accumulative increase. If the Contractor incurs Cost as a result of this Employer's request, Sub-Clause 13.3.1 [Variation by Instruction] shall apply as if the increase had been instructed by the Engineer; or
- b. in the case of such a decrease, subject to the Employer's prior consent the Contractor may decrease the amount of the Performance Security in that currency by a percentage equal to the accumulative decrease.
- c. rformance Security in that currency by a percentage equal to the accumulative decrease.

### 4.3 CONTRACTOR'S REPRESENTATIVE

Add at the end of Sub-Clause 4.3:

If the Contractor's Representative is not, in the opinion of the Engineer, fluent in the language for communications, the Contractor shall have available on site at all times a competent interpreter to ensure the proper transmission of instructions and information.

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

#### 4.4 SUBCONTRACTORS

Add in 4.4(a) after 'Materials' in line 1, 'or Plant which are in accordance with the standards specified in the Contract'.

Delete item (b) and replace with the following:

Subcontracting of any part of the Contract without written approval of the Employer shall not be permitted. Work performed prior to receipt of such written approval will be subject to rejection and removal from site.

Add the following at the end of Sub-Clause 4.4:

In addition to obtaining the Engineer's consent pursuant to Sub-Clause 4.4, the Contractor shall:

- (a) notify the Engineer within 14 days of signing the Contract, and before commencing work on Site, of any parts of the Works he intends to subcontract for which approval of the Engineer is required under Sub-Clause 4.4. For each subcontract the following shall be provided:
  - (i) the name, address and contact details of the Subcontractor;
  - (ii) the nature and scope of the work to be subcontracted;
  - (iii) information on the Subcontractor's experience of similar work and details of the Subcontractor's site supervision, sources of labour and equipment and financial capabilities, in sufficient detail to enable the Engineer to determine if the Subcontractor is able to undertake and complete the subcontract work within the time and to the standards required by the Contract;
  - (iv) the approximate value of the subcontract works based on the Contract prices;
  - (v) confirmation that the subcontract includes terms and conditions and all obligations and responsibilities contained in the Contract, in so far as these apply to the subcontract;
- (b) notify the Engineer, at least 21 days prior to the date that the Contractor requires approval from the Engineer, of any proposed change to the Subcontractors notified under (a) above and of any additional parts of the Works he proposes to subcontract. Similar information to that listed under (a) above shall be given for each subcontract;
- (c) include in his monthly reports to the Engineer, details of all subcontracts entered into, the names of the Subcontractors and the numbers of staff and labour for each

Subcontractor on Site during the month;

(d) include conditions and requirements in subcontracts similar to those in the Contract regarding assignment and sub-subcontracting the whole or part of the subcontract works including requirements similar to those under (a) to (d) above. Any approval by the Contractor to a Subcontractor regarding such assignment or sub-subcontracting shall be subject to the prior approval of the Engineer.

The Owner may, by written notice, require a Contractor to remove from involvement with the project, any of his personnel or the personnel of his Subcontractors of any tier whom the Owner's Representative may deem abusive, incompetent, careless, or a hindrance to proper and timely execution of the Work. The Contractor shall comply with such notice promptly, but without detriment to the Work or its progress.

#### 4.10 SITE DATA

Add the following at the end of Sub-Clause 4.10:

The limits of the Site shall be as shown on the Drawings. If the Contractor requires land beyond this Site, he shall obtain it entirely at his own cost and, before taking possession, shall supply the Engineer with a copy of all necessary permits.

#### 4.12 UNFORESEEABLE PHYSICAL CONDITIONS

Delete from the second line of the second paragraph the words '..... as soon as practicable' and replace with '..... within a maximum of Seven (7) days from the occurrence'

Add the following at the end of the fifth paragraph:

If the Contractor fails to give timely notice of unforeseeable physical conditions in accordance with this Sub-Clause, his rights under sub-paragraphs (a) and (b) will be forfeited.

#### 4.15 ACCESS ROUTE

Add at the end of Sub-Clause 4.15 as follows:

If any damage occurs to the roads/highway adjacent to the Works as a result of the Contractors activities, the Contractor shall arrange in close consultation with the Engineer and the Employer to repair such damages in accordance with the relevant standards bearing all associated costs, charges and expenses. The Contractor's responsibility shall cover damages caused by himself or his subcontractors employed to furnish any task associated with the Works.

Contractor shall be responsible to seek approvals/permits from regulatory authorities for any and all logistics necessary for the performance of the Works.

#### 4.17 CONTRACTOR'S EQUIPMENT

Add the following at the end of Sub-Clause 4.17

The Contractor shall maintain at his own cost and expense, adequate, safe, and sufficient walkways, platforms, scaffolds, ladders, hoists, and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and to make the place of work safe and free from avoidable danger, and as may be required by safety provisions of applicable laws, ordinances, rules, regulations, and building and construction codes.

#### 4.18 PROTECTION OF THE ENVIRONMENT

Add the following at the end of Sub-Clause 4.18:

In the event of damage to the environment, incidents to workers, members of the community, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor immediately inform the employer and shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer."

#### 4.19 ELECTRICITY, WATER AND GAS

Add the following at the end of Sub-Clause 4.19:

The Employer is not responsible for the interruption of water and electricity and any other services that may be provided by the Employer against cost, therefore the Contractor shall take all necessary measures to avail such facilities.

#### 4.23 CONTRACTOR'S OPERATIONS ON SITE

Add the following at the end of Sub-Clause 4.23:

The Employer is not responsible for the Contractor's material, equipment etc. during the execution of Works, or during the Defects Notification Period in case the Contractor has left his equipment and material at Site.

The Contractor shall be responsible for removal of all rubbish, debris, and dirt resulting from the Work and shall clean up as requested by the Consultant and the Owner's Representative. The Contractor shall be responsible for the cost of cleanup and removal from premises.

#### 4.25 TEMPORARY FACILITIES AND SERVICES FOR THE ENGINEER

Add new Sub-Clause 4.25 as follows:

If the Contractor fails to provide and maintain any of the Temporary facilities and services required for the use of the Employer's Personnel, then the Employer shall be entitled to provide and maintain such Temporary facilities and services and shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

## STAFF AND LABOUR

### 6.3 PERSONS IN THE SERVICE OF EMPLOYER

Add the words "OR ENGINEER" to the title of this Sub-Clause.

Add the words "or Engineer's" after "Employer's" in the second line.

### 6.4 LABOUR LAWS

Delete the first paragraph of this Sub-Clause and replace with the following:

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

### 6.5 WORKING HOURS

Add the following paragraph at the end of Sub-Clause 6.5:

Working days shall be Monday through Saturday. Contractor shall comply with the regulations in force during the Contract period. Contractor shall be responsible to seek approvals/permits from regulatory authorities for works to be performed outside the regular working days/hours.

Add new Sub-Clauses 6.12 to 6.19 as follows:

### 6.12 REPATRIATION OF LABOUR

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

#### 6.13 BURIAL OF THE DEAD

The Contractor shall make any necessary arrangements for the transportation, to any place required for burial, of any of his expatriate employees during his employment or any member(s) of their families who may die in the country. The Contractor shall also be responsible for making any arrangements in respect to burial of any of his local employees who may die while engaged upon the Works.

#### 6.14 HOLIDAYS AND RELIGIOUS CUSTOMS

The Contractor shall, in all dealings with labour in his employment, have due regard to the working hours prescribed in the labour law in force, and shall observe the weekly days of rest, public holidays and recognized religious customs and holidays.

#### 6.15 EPIDEMICS

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the public health authorities or any other official body for the purpose of dealing with and overcoming the same, and shall provide all necessary preventive precautions.

#### 6.16 SUPPLY OF WATER

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel

#### 6.17 HYGIENE

The Contractor shall provide adequate hygienic conditions with respect to Garbage collection and sewage disposal on the Site.

#### 6.18 ALCOHOLIC LIQUOR OR DRUGS

The Contractor shall not bring into the Site, nor allow the importation on to the Site or to any accommodation provided for his Contractor's Personnel, nor permit the use of any alcoholic liquor or narcotic drugs, by any of the Contractor's personnel.

#### 6.19 ARMS AND AMMUNITION

The Contractor shall not bring to the site or use on it, any arms, ammunition or explosive materials prohibited by law, and shall prevent his Contractor's Personnel from having or using such arms and ammunitions on Site.

### **PLANT, MATERIALS AND WORKMANSHIP**

#### 7.4 TESTING

Add the following at the end of Sub-Clause 7.4:

The Contractor shall bear the costs of tests stated in the Contract, whether included in the Specifications or required by applicable standards.

The Contractor shall provide the laboratories required by Specifications or by any other Contract Document.

The Contractor shall give the Employer and the Engineer 21 days' notice period before the dates of tests that may be held outside the country of project, and shall be deemed to have accounted for such in his Programme

#### 7.5 REJECTION

Add the following at the end of Sub-Clause 7.5:

The Contractor shall promptly remove, at his own expense, all rejected materials from the work site as may be instructed by the Engineer.

### **COMMENCEMENT, DELAYS AND SUSPENSION**

#### 8.1 COMMENCEMENT OF WORKS

Delete Sub-Clause 8.1 in its entirety and replace with:

The Engineer shall give a 'Notice to Proceed' to the Contractor stating the Commencement Date, not less than 7 days before the Commencement Date.

The Notice shall be issued promptly after the signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;

The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance and bonds required by clause 18 of the Contract conditions

#### 8.3 PROGRAMME

Add new subparagraph (e) at the end of the first paragraph of Sub-Clause 8.3:

- (e) a cash flow schedule showing the Contractor's anticipated expenditure and payments by the Employer during the contract period.

#### 8.4 EXTENSION OF TIME FOR COMPLETION

Add the following paragraph at the end of Sub-Clause 8.4:

In determining any extension of the Time for Completion under this Sub-Clause, the Engineer shall be entitled to take into account the effect of work omitted by any instruction

issued by him pursuant to Clause 13 and any delays for which the Contractor is responsible, but he shall have no power to reduce the Time for Completion.

#### 8.7        DELAY DAMAGES

Add the following words in line 2 of the second, paragraph, after the words 'other than':

'Engineer's additional supervision fees that may become payable under Sub-Clause 8.13 [*Engineer's Additional Supervision Fees*] and damages payable'.

Add the following at the end of Sub-Clause 8.7:

The delay damages shall be payable in the currency in which the Contract Price is payable.

#### 8.13    ENGINEER'S ADDITIONAL SUPERVISION FEES

Add new Sub-Clause 8.13 as follows:

If, by reason of any delay for which the Employer is entitled to payment of delay damages under Sub-Clause 8.7 [*Delay Damages*], the Employer is obliged to pay additional fees for the Engineer's supervisory staff on site, the Employer shall be entitled to recover the amount of such additional fees from the Contractor in a manner similar to that set out for the recovery of delay damages under Sub-Clause 8.7.

### TESTS ON COMPLETION

#### 9.1        CONTRACTOR'S OBLIGATIONS

Add the following paragraph at the end of Sub-Clause 9.1:

Tests that must be completed before issuing the Taking-over Certificate shall be as stated in the Specifications.

### EMPLOYER'S TAKING OVER

#### 10        EMPLOYER'S TAKING OVER

##### 10.1      TAKING OVER OF THE WORKS AND SECTIONS

Add before 'Sub-Clause 8.2' in line 3, the words 'Sub-Clause 4.1 (*Contractor's General Obligations*) sub-paragraph (d) and'.

## 11 DEFECTS LIABILITY

### 11.10 UNFULFILLED OBLIGATIONS

Add the words '(including all obligations imposed by the Laws of the Country)' after the word 'obligations' in line 3.

## MEASUREMENT AND EVALUATION

### 12.1 WORKS TO BE MEASURED

Delete the first sentence of the fourth paragraph and substitute the following:

Wherever any Permanent Works are specified or instructed by the Engineer to be measured from records, the Contractor shall prepare such records, including as-built drawings, progressively and timely, and submit them to the Engineer for approval. The Engineer shall check and amend them if he deems necessary.

### 12.2 METHOD OF MEASUREMENT

Delete this Sub-Clause and substitute the following:

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

### 12.3 EVALUATION

Amend Sub-Clause 12.3 (second paragraph) as follows:

12.3 (a) (i) Delete '10%' and substitute '15%'

12.3 (a) (ii) Delete '0.01%' and substitute '0.02%'.

Add the following paragraph after the third paragraph:

The Contractor shall submit to the Engineer a complete build-up of any new or derived rate or price, giving details of the direct cost of Materials, Plant, labour and Contractor's Equipment, together with supporting invoices and other documents. The addition to the direct cost for overheads and other charges shall be as stated in the Appendix to Tender and the addition for profit shall be as stated in the Appendix to Tender. If the Contractor fails to provide the substantiated build-up, the Engineer shall determine the rate or price, which shall be deemed to be agreed by the Contractor.

### 12.4 OMISSIONS

Add the following at the end of Sub-Clause 12.4:

The provisions of this Sub-Clause shall not apply to Provisional Sums.

## 12.5      ERROR OR OMISSION IN BILL OF QUANTITIES

Add the following Sub-Clause 12.5:

Any error in description or omission from the Bill of Quantities shall not vitiate the Contract nor release the Contractor from the execution of the whole or any part of the Works according to the Contract Documents or from any of his obligations or liabilities under the Contract.

# CONTRACT PRICE AND PAYMENT

## 14.1      THE CONTRACT PRICE

Delete 14.1 (d) and replace with the following:

The Contractor shall have submitted with his Tender the following information concerning the Contract Price:

- (i) a breakdown of all lump sums included in the Tender
- (ii) a breakdown of all unit rates and prices contained in the priced Bill of Quantities, showing the costs of labour, Materials, Plant, Contractor's Equipment and other charges, separately
- (iii) a breakdown of unit rates of the dayworks schedules.

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

The breakdowns provided under this sub-paragraph shall be used by the Engineer in agreeing or determining derived or new rates and prices under Sub-Clause 12.3 [Evaluation], where appropriate, and may be used by the Engineer for preparing Payment Certificates.

## 14.2      ADVANCE PAYMENT

Delete Sub-Clause 14.2 and substitute the following:

- (a) Upon receipt of confirmation from the Contractor that the following matters have been carried out by him:
- (b) f confirmation from the Contractor that the following matters have been carried out by him:
  - i.      submittal of Performance Security in accordance with Sub-Clause 4.2;
  - ii.     application for the Advance payment has been made;

- iii. provision of an approved bank guarantee for the advance payment in the full amount of the advance payment issued by a bank located in (country of project) or a foreign bank that is licensed or allowed to do business in (country of project), in terms similar to the form annexed to the Tender and Contract Particulars,

The Engineer shall certify and the Employer shall pay, in accordance with Sub-Clauses 14.6 and 14.7, the advance payment amount stated in the Appendix to Tender. The advance payment shall be made in the currencies and proportions in which the Contract Price is payable and shall not be subject to deduction of retention.

The Advance payment shall be repaid through percentage deductions at a rate of 10% from the Interim payments certified by the Engineer in accordance with this Sub-Clause until such time as the advance payment has been fully repaid; always provided that the advance payment shall be completely repaid prior to a time when 80 percent of the Contract Price has been certified for payment.

Provided that upon issue of the Taking Over Certificate for the whole of the Works or upon termination under Clauses 15 or 16, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer. The amount of the advance payment guarantee shall be progressively reduced as the advance payment is repaid.

The advance payment shall be used by the Contractor exclusively for mobilization expenditures, including the acquisition of Equipment, Plant and Materials in connection with the Works. The Equipment and Plant supplied to the Site shall be in good condition and suitable for use and of such type, size, and capacity appropriate for carrying out the Works, and must be insured in accordance with the Conditions of the Contract.

Should the Contractor misappropriate any portion of the advance payment, the Employer shall have the right to confiscate the Advance Payment Guarantee notwithstanding any objection on the part of the Contractor.

#### 14.3 APPLICATION FOR INTERIM PAYMENT CERTIFICATES

Delete from item (f) the words starting from "or otherwise" in line 2 till the end.

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

The Employer's internal rules and regulations shall apply, and the Contractor is deemed to be cognizant of the said rules and regulations and shall allow for such in its pricing, and shall not affect the progress of work:

- i. The Employer's financial procedure requires that overrun in quantities of Bill of Quantities, items with new rates and items for extra payment to be processed in the form of comparative schedules that should be approved by the Employer prior to inclusion for payment in interim payment certificates
- ii. The Contractor should amend its payment applications in accordance with the

comments of the Engineer in order to raise the interim payment certificates to the Employer for payment

The Contractor shall notify the Employer when he submits the statement to the Engineer in its complete form.

#### 14.8 DELAYED PAYMENT

Delete the second and third paragraphs and substitute the following:

The financing charges shall be calculated at the rate stated in the Appendix to Tender. The Contractor shall notify the Employer of any delayed payment as soon as practicable after the date for payment, together with a statement of the current applicable discount rate. The Contractor shall be entitled to payment without certification and without prejudice to any other right or remedy.

Add new Sub-Clauses 14.16 to 14.19 as follows:

#### 14.16 FOREIGN TAXATION

The Accepted Contract Amount shall be deemed to include for all taxes, duties and other charges imposed outside the Country on the production, manufacture, sale and transport of Materials, Plant and Contractor's Equipment to be used in or furnished under the Contract and on the services performed under the Contract.

#### 14.17 LOCAL TAXES AND DUTIES

The Accepted Contract Amount shall be deemed to include all customs duties and charges, import duties, business taxes, income and other taxes that may be levied in accordance with the Laws and regulations in the Country on Materials and Plant (permanent, temporary and consumable) to be used or furnished under the Contract and on the services performed under the Contract.

#### 14.18 IMPORT DUTIES ON CONTRACTOR'S EQUIPMENT

The Contractor shall observe all Laws and regulations concerning the importation and export of Contractor's Equipment and Temporary Works brought into the Country for the Works. He shall pay any import duties and other charges or provide such bonds or guarantees as may be demanded by the relevant authorities.

#### 14.19 INCOME TAX ON STAFF

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

## RISK AND RESPONSIBILITY

### 17.7 BRIBERY

Add new Sub-Clause 17.7 as follows:

Bribery, in whatever form, whether made by the Contractor or any of his Sub-Contractors or by any of their servants to any member of the Employer's staff or the Engineer's personnel, shall constitute sufficient cause for the annulment of this Contract and any other contract between the Contractor and the Employer. Such annulment shall be in addition to any legal liabilities imposed upon the Contractor. For the purpose of this Sub-Clause, any commission paid or gift given to the Employer or to the Engineer or to any of their servants with the objective of obtaining any modification or alteration to the Works, or to the standard of workmanship, or achieving any personal benefit, shall be deemed as a bribe.

The Employer shall be entitled to collect any damages due to him in respect of any loss arising from the annulment of the Contract, and to deduct such relevant amounts as aforesaid either from moneys due to the Contractor from the Employer, or from the guarantees submitted by the Contractor.

## INSURANCE

### 18.2 INSURANCE FOR WORKS AND CONTRACTOR'S EQUIPMENT

Delete 18.2 (e)

### 18.3 INSURANCE AGAINST INJURY TO PERSONS AND DAMAGE TO PROPERTY

Add the following at the end of Sub-Clause 18.3:

All deductibles shall be borne by the Contractor.

### 18.5 INSURANCE FOR COMPREHENSIVE AUTOMOBILE LIABILITY

Add new sub-clause 18.5:

Coverage to include coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Contractor and Subcontractor of any tier or by anyone directly or indirectly employed by either of them. The minimum limit of coverage shall be assessed by the Contractor for combined single limit for bodily injury and property damage, per occurrence and aggregate.

## CLAIMS, DISPUTES AND ARBITRATION

### 20 CLAIM DISPUTES AND ARBITRATION

#### 20.1 CONTRACTOR'S CLAIMS

Amend the following statement of the first paragraph as follows:

"The notice shall be given as soon as practicable, and not later than **21 days** after the Contractor became aware, or should have become aware, of the event or circumstance."

Delete the last sentence of the last paragraph and substitute with:

Notwithstanding any other provision of the Contract, including without limitation the provisions of Sub-Clause 14.14 (Cessation of Employer's Liability) of the Conditions of Contract, if the Contractor fails to comply with any of the provisions of the Contract, including without limitation the provisions of Sub-Clauses 1.9, 4.7, 4.12, 4.24, 7.4, 8.4, 8.5, 8.9, 9.2, 10.3, 12.4, 13.7 and 20.1 of the Conditions of Contract, in respect of any act, event or omission of whatever nature which in the opinion of the Contractor should result in an increase in the Contract Price and/or an extension of the Time for Completion, such failure shall constitute on the part of the Contractor a definitive and irrevocable waiver of, and release of the Engineer and the Employer from, any and all claims arising from any such act, event or omission and the Contractor shall be irrevocably stopped from raising any claims arising from any such act, event or omission thereafter.

#### 20.6 ARBITRATION

Delete the 1st paragraph starting with the words "Unless settled...." and ending with ".... In Sub-Clause 1.4 [Law and Language]" and replace with the following:

"Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be settled by arbitration according to the following:

- (a) The place of arbitration shall be in Lebanon.
- (b) The dispute shall be finally settled under the law of the Republic of Lebanon of Arbitration,
- (c) The dispute shall be settled by three arbitrators appointed in accordance with the Ruling Law as set in Appendix To Tender, and
- (d) The arbitration shall be conducted in the language of communications defined in Sub-Clause 1.4.

Provided that, without the written consent of the Employer, arbitration shall not be entered into until after the completion of the Works under the Contract

## ADDITIONAL CLAUSES

Add the following new Clause 21:

### 21 DETAILS TO BE CONFIDENTIAL

The Contractor shall treat the Contract Documents and details of the Contract as private and confidential and save in so far as may be necessary for the purposes of the Contract, shall not disclose the same or any particulars thereof to any person, nor publish any particulars thereof in any trade or technical paper, publicity material or elsewhere without the consent of the Employer. All documents provided to the Contractor shall be used only for the purposes of the Contract.

Drawings, specifications, and copies thereof furnished by the Owner are and shall remain its property. They are not to be used on another project and, with the exception of one contract set for each party to the Contract, shall be returned to the Owner's Representative on request, at the completion of the Work.

Add the following new Clause 22:

### 22 BINDING CONTRACT

Until the Contract Agreement is eventually entered into, and until the Contractor submits the aforementioned Securities, Insurances, and the other required documents in preparation for the Contract formation, the Letter of Acceptance explicitly signed for acceptance in conjunction with the Tender documents, General and Particular Conditions of Contract, Drawings, Specifications, Breakdown of the Unit Rates of the Bills of Quantities, and any other documents stated in the Tender Documents as per above, shall constitute a binding document between the Employer and the Contractor. Any part of the works carried out by the Contractor, and any sums to be paid by the Employer to the Contractor prior to entering into the Contract Agreement, shall be treated as having been carried out or paid on account of the relevant provisions in the Contract Agreement. The laws governing the binding Contract shall be the laws of the Republic of Lebanon, and all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by three arbitrators appointed in accordance with the said Rules. Arbitration shall take place in Lebanon in the English language.

