

 arcenciel.org participer au développement	<b>LOGISTIC</b>  <b>Instruction and Conditions for  Invitation to Tender</b>	Document #	Ref# : LOG – SOP002- A004	
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**Tender Reference Number:** Photovoltaic Solar System for Agro-Innovation Hub Damour  
TND-LOG-2023-2126-LY-W

**Contracting Authority:** arcenciel, Jisr El Bacha, John Kennedy Street

**Tenderer / Bidder:** Person, Firm or Company/Co-operative / Consortium submitting a tender/ bid against this “Instruction and Conditions for Invitation to Tender”

1. **Works/goods/services to be provided**

- 1.1 The subject of the contract is to supply and Install an On-Grid solar solution at arcenciel Agro-Innovation Hub in Damour, as per specifications mentioned in the BOQ (Annex 02)
- 1.2 The works must comply fully with the technical specifications set out in the tender dossier and conform in all respects with the drawings and measurements.

2. **Time Table**

	<b>Date</b>	<b>Time</b>
<b>Site Visit</b>	<b>04-APR-2023</b>	<b>11:00</b>
<b>Deadline for sending the submission form</b>	<b>05-APR-2023</b>	<b>15:00</b>
<b>Deadline for requesting clarifications from the Contracting Authority</b>	<b>07-APR-2023</b>	<b>15:00</b>
<b>Last date on which clarifications are issued by the Contracting Authority</b>	<b>10-APR-2023</b>	<b>15:00</b>
<b>Deadline for submission of tenders</b>	<b>12-APR-2023</b>	<b>15:00</b>
<b>Tenders opening session*</b>	<b>13-APR-2023</b>	
<b>Notification of award to the successful tenderer *</b>	<b>27-APR-2023</b>	
<b>Signature of the contract *</b>	<b>28-APR-2023</b>	
<b>Start of Works</b>	<b>01-MAY-2023</b>	
<b>Work Completion</b>	<b>31-MAY-2023</b>	

*All times are in the time zone of the country of the Contracting Authority provisional date*

*\*Dates may be subject to change*

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3. **Eligibility for Participation**

- 3.1 Local tenderers shall be a company that has legal representation in Lebanon and has a registration number at the Ministry of Finance.
- 3.2 Local tenderers shall be on the list of suppliers on the “LCEC (Lebanese Center for energy Conservation) list of Solar PV Suppliers”
- 3.3 Minimum experience: 5 years in PV systems
- 3.4 Local tenderers shall have a qualified Electrical Engineer within their staff.

4. **Type of Contract**

- Re-measured

5. **Currency**

Tenders must be presented in USD.

6. **Period of Validity**

- 6.1 Tenderers shall be bound by their tenders for a period of **60 days** from the deadline for the submission of tenders.
- 6.2 In exceptional circumstances and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing for an extension of this period of **30 days**.
- 6.3 Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.
- 6.4 The successful tenderer will be bound by his tender for a further period of **90 days** following receipt of the notification that he has been selected.

7. **Language of Tenders**

The tenders, all correspondence, and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

8. **Submission of Tender Dossier**

The Contracting Authority must receive the tenders before the deadline specified in the letter of invitation to tender. They must include all the documents specified in point 9 of these Instructions and be hand-delivered to the following address: arcenciel, Jisr El Bacha, John Kennedy Street, 1<sup>st</sup> floor.

8.1 **Hand-delivered Tender Dossier**

Tenders must comply with the following conditions:

- a. All tenders must be submitted in one closed envelope, marked “Original”

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- b. All tenders must be received at arcenciel, Jisr El Bacha, John Kennedy Street before the deadline: **12-APR-2023 at 15:00hrs**, by registered letter with acknowledgment of hand-delivered against receipt signed by procurement officer or its representative.
- c. All tenders, must be submitted in a sealed envelope bearing only:
- the above address;
  - the reference code of this tender procedure (**TND-LOG-2023-2126-LY-W**)
  - the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
  - the name of the tenderer.
- d. The main sealed envelope must contain 3 separate envelopes:
- First envelope inclosing the Administrative and Identification documents as required
  - Second envelope inclosing the Technical Specifications and documents as required
  - Third envelope inclosing the financial offer

## 9. Content of Tenders

Failure to fulfill the below requirements will constitute an irregularity and may result in the rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise: one sealed envelope containing 3 sealed envelopes as follows:

*N.B. Tenderers are requested to follow this order of presentation.*

### **First Envelope: Administrative and Identification Documents**

All required documents for the administrative compliance

1. Annex 05 Commitment letter: filled with the required information, signed and stamped.
2. Annex 06 Financial Identification Form. filled with the required information, signed and stamped.
3. The personal identity of the contractor, company owner, CEO or GM
4. Company official registration certificate obtained from the relevant national government authority or from the local or international Chamber of Commerce and/or Chamber of Industry (شهادة تسجيل شركة)
5. Tax certificate (stating that company is officially registered with the relevant taxation authorities);
6. Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorized to do so. (إذاعة تجارية)

### **Second Envelope: Technical offer**

1. Contractor Portfolio with a narrative describing the scope of works, duration, years of experience in the field.
2. CV of lead electrical engineer
3. Completion certificate or reference letter of at least 3 similar projects
4. Schedule of works showing the time frame and the forecast of the implementation of the work

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5. Organigram showing the team involved in the construction procedures
6. Equipment list and capacity
7. Data sheets and/or technical specs for all materials (panels, inverter, panelboard, Diesel Controller, etc...)

**Third Envelope: Financial offer**

1. The BOQ form filled, signed and stamped

**10. Additional information before the deadline for submission of tenders**

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address [Procurement@arcenciel.org](mailto:Procurement@arcenciel.org) up to **5 days** before the deadline for submission of tenders, specifying the tender reference and the contract.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority during the tender period may be excluded from the tender procedure.

**11. Site visit**

A Site visit will be organized on **04 / Apr / 2023 between 11:00 and 13:00**

All interested will need to contact **Mr. Elie Zouein** on **03 / 117 684** by the **3<sup>rd</sup> of Apr 2023** at the latest to confirm their appointment.

**12. Alteration or withdrawal of tenders**

- 12.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 12.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 9. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.
- 12.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

**13. Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

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**14. Ownership of tenders**

The Contracting Authority might retain ownership of all tenders received under this tender procedure. Therefore, the contracting authority shall notify tenderers accordingly upon reception of the tendering documents.

**15. Opening of Tenders**

- 15.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 15.2 The tenders will be opened on **13-Apr-2023** at arcenciel, Jisr El Bacha by the committee appointed for the purpose and then be evaluated by referring to the evaluation form which will be available upon request.
- 15.3 At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, tender guarantee (if required), and such other information as the Contracting Authority may consider appropriate may be announced.
- 15.4 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 15.5 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for the late delivery of tenders. Late tenders will be rejected and will not be evaluated.

**16. Evaluation of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures, and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

Any tenderer not meeting the eligibility criteria mentioned in point 3 of this instruction document will not be automatically disqualified from evaluation.

**a- Administrative Evaluation**

For each required document missing, we will deduct 1 point from the evaluation. In case the company registration is not submitted the candidate offer will not be considered.

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**b- Technical Evaluation**

	<b>Criteria</b>	<b>Maximum Score</b>
<b>1</b>	<b>Experience in Similar Works with Completion certificates</b>	<b>10</b>
<b>2</b>	<b>Work Program</b>	<b>10</b>
<b>3</b>	<b>Company Capacity: Staff: (Number of teams to complete the works as mentioned in the work plan with CVs and team members) Equipment (List of equipment needed for the works) Assets, Turnover, materials data sheets, samples of the procedures used (Ex: RFI's, RFC, site instruction, etc.)</b>	<b>10</b>
<b>4</b>	<b>Material specification and quality evaluation</b>	<b>10</b>
<b>Total Score</b>		

**c- Financial Evaluation**

	<b>Criteria</b>	<b>Maximum Score</b>
<b>1</b>	<b>Financial Offer</b>	<b>60</b>
<b>Total Score</b>		

**17. Award criteria**

The compliant tender that offers **best price/quality** score will be chosen

**18. Signature of the contract and performance guarantee**

- 18.1 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 5 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- 18.2 By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.
- 18.3 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 25 % at the time of contracting and during the validity of the contract. The total value of the

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supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

- 18.4 Within 3 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor / Supplier and the contract will enter into force.
- 18.5 If it fails to sign and return the contract and any financial guarantee required within 3 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be canceled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

#### 19. Performance Guarantee

The successful tenderer is required to supply a performance guarantee upon the signature of the contract in a form of a “letter of bank guarantee” from a well-known local bank. The amount of the guarantee is set at **20%** of the tender value and it must remain valid for **6 months** beyond the period of the validity of the contract.

#### 20. Cancellation of the tender procedure

If a tender procedure is canceled, tenderers will be notified by the Contracting Authority. If the tender procedure is canceled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities, or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency, and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

**In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the program or project announced.**

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**21. Withdrawal / Modification of Offers**

Requests to withdraw an Offer shall not be honored. If the selected Tenderer withdraws its Offer, arcenciel shall duly register the said Offer and shall evaluate it alongside all other received Offers. If the selected Tenderer has furnished Bid security, arcenciel shall withhold such Bid security until the issue has been resolved.

Withdrawal of an Offer may result in your suspension or removal from arcenciel suppliers List.

A Tenderer may modify its Offer prior to the Invitation to Tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Offer number. No modification shall be allowed after the Invitation to Bid closure.

**22. Later Offers**

All Offers received after the Invitation to Tender closure will be rejected.

**23. General Terms and Conditions:**

All Tenderers shall acknowledge that the arcenciel General Terms and Conditions for works Contracts are accepted.


**24. Queries about this Tender**

For queries on this Invitation to Tender, please contact arcenciel, Procurement Contact on [Procurement@arcenciel.org](mailto:Procurement@arcenciel.org)

Specifications and pictures should be clear enough to give equal opportunities to all contractors to provide proper offers. Should a contractor ask a question, this is only eligible in writing and the reply will be sent transparently and at the same time to all interested contractors.


All questions regarding this Invitation to Tender shall be submitted in writing to the above. On the subject line, please indicate the Tender reference number. Offers shall not be sent to the above email.




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Revision #	Date	Reasons of revision
1.1	25 April 2018	First issue
02	12 November 2020	<ul style="list-style-type: none"> <li>-Change of members in Ethics Review Committee</li> <li>-Updating the content to comply with the values and standards of the association</li> </ul>
03	10 March 2021	<ul style="list-style-type: none"> <li>-Have policies in independent documents separated from the code of conduct, update anti-corruption policy and add anti-terrorism and money-laundering policy</li> <li>-Develop whistleblowing procedure to cover additional aspects of the code.</li> <li>- Develop investigation and risk assessment procedure and include types of violation</li> <li>-Adjust referencing</li> <li>-Add SEA definition</li> <li>-Add Charter of arcenciel</li> </ul>

Affiliation	Function	Name	Revision (Sign/Date)	Review (Sign/Date)	Approval (Sign/Date)
Quality	Senior Officer	Stephanie Chammas	10 March 2021		
Quality	Manager	Layal Abdelnour		21 March 2021	
HR	Manager	Rana Asmar			25 March 2021
Finance	Manager	Karim Chebaro			09 April 2021
Legal	Manager	Elias Labaki			25 March 2021
Programs	Director	Nadim Abdo			25 March 2021
General Management	General Manager	Robin Richa			25 March 2021


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Code of  
Conduct  
March, 2021

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## 1. Introduction

The Code of Conduct of arcenciel is a set of fundamental principles, operational principles, and standards to guide our actions and management. arcenciel has the responsibility to be ethical, through diverse values described in this Code, to give out accurate information, and to not manipulate situations for the personal use benefit of its board and staff.

Referred "Volunteers" are employees at aec who work for less pay than in the regular market as social input.

## 2. Charter of arcenciel

Founded in 1985, arcenciel is a sustainable development association; apolitical, non-denominational, and independent, recognized as being of public utility. arcenciel develops a multidisciplinary action for anyone in need.

Its action is based on the following principles:

arcenciel, a spirit

If we had to characterize arcenciel, we would say that it is above all a spirit to be promoted in society. A spirit that can be summarized by two essential convictions:


"Difference enriches"

- It is not about denying the difference: this attitude, under covered with egalitarian claims, does not respect, in our eyes, the person in difficulty, who lives this difference in the depths of their being.
- Nor is it about taking a "normalizing" look at it, which inevitably places them in the sense of inferiority.
- It is actually about considering this difference as a factor of possible enrichment. The richness of any encounter between two individuals isn't it the expression of their differences?

"Everyone is capable of progress"

The association is convinced that everyone, regardless of the nature and severity of their disability or difficulties, is capable of progress. Such a conviction radically changes the way we look at them and directs the action to be taken to help them towards areas not investigated by the various existing bodies.

We would like to emphasize here the harmful effect of any contrary reflection, which only locks the disabled person into his difficulties. For arcenciel, on the contrary, it is a question of no longer seeing these difficulties as generators of failure, but as a source of possible progress.

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### 3. Basic Values

#### 3.1. Vision and Purpose

As arcenciel, we are committed to doing what is right and honourable. We set high standards for ourselves and we aspire to meet these standards in all aspects of our lives— at work, at home, and in service to our stakeholders.

This Code of conduct and Professional Conduct describes the expectations that we have of ourselves and our fellow volunteers, contractors and service providers. It articulates the ideals to which we aspire as well as the behaviours that are mandatory in our professional and volunteer roles.

The purpose of this Code is to instil confidence in arcenciel’s framework and to help an individual become a better practitioner. We do this by establishing a profession-wide understanding of appropriate behaviour. We believe that the credibility and reputation of arcenciel is shaped by the collective conduct of individual volunteers same as contractors and service providers due to their close relation to our mission and impact on our reputation.

We believe that we can advance our mission, both individually and collectively, by embracing this Code of conduct. We also believe that this Code will assist us in making wise decisions, particularly when faced with difficult situations where we may be asked to compromise our integrity or our values.

#### 3.2. Persons to Whom the Code Applies


The Code of conduct applies to all arcenciel volunteers, staff, board members and contractors/service providers or any third-party entity linked to either aec activities or beneficiaries.

#### 3.3. Structure of the Code

The Code of Conduct is divided into sections that contain standards of conduct which are aligned with the values that were identified as most important to our association. A glossary can be found at the end of the standard. The glossary defines words and phrases used in the Code.

#### 3.4. Values that Support this Code

Volunteers of arcenciel were asked to identify the values that formed the basis of their decision-making and guided their actions. The values that they defined as most important were: Empathy, Equality, Respect, Hospitality, Unity, Transparency and Integrity.

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### 3.5. Aspirational and Mandatory Conduct

Each section of the Code of Conduct includes both aspirational standards and mandatory standards. The aspirational standards describe the conduct that we strive to uphold. Although adherence to the aspirational standards is not easily measured, conducting ourselves in accordance with these is an expectation that we have of ourselves as practitioners—it is not optional.

The mandatory standards establish firm requirements, and in some cases, limit or prohibit volunteers, contractors or suppliers’ behaviour. Parties who do not conduct themselves in accordance with these standards will be subject to disciplinary procedures before arcenciel’s Ethics Review Committee and could be subject to contract termination.

The Ethics Review Committee appointed committee, until revised is comprised of:

- General Manager
- Programs Director
- Human Resources Manager
- Finance Manager
- Legal Manager
- Safeguarding Focal Point

If a member from the Ethics committee is no longer available to perform his/her duties – the other existing ethics committee members each nominate one person from within the organization and it is called to a vote. Members may not vote for their nominated potential member. Majority voted nominate then becomes a member of the Ethics Review Committee. This meeting is coordinated by the leaving member.

## 4. Responsibility


### 4.1. Description of Responsibility

Responsibility is our duty to take ownership for the decisions we make or fail to make, the actions we take or fail to take, and the consequences that result.

### 4.2. Responsibility: Aspirational Standards

As volunteers in the NGO community:

- We make decisions and take actions based on the best interests of our beneficiaries, society, public safety, and the environment.
- We accept only those assignments that are consistent with our background, missions, values experience, and qualifications.

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- We fulfil the commitments that we undertake – we do what we say we will do.
- When we make errors or omissions, we take ownership and make corrections promptly. When we discover errors or omissions caused by others, we communicate them to the appropriate body as soon they are discovered. We accept accountability for any issues resulting from our errors or omissions and any resulting consequences.
- We protect proprietary or confidential information that has been entrusted to us. (Ref. Annex1: Non-disclosure Agreement)
- We hold this Code and hold each other accountable to it.
- We take full responsibility and actions towards protecting children and beneficiaries from harm and abuse including and not limited to sexual exploitation and abuse, in all our projects and activities, by adopting a zero-tolerance policy to SEA with all our employees / volunteers, contractors and service providers (Ref. CoC-POL-005: PSEA Policy).

#### 4.3. Responsibility: Mandatory Standards


As volunteers at arcenciel, we require the following of ourselves and our fellow volunteers:

- We inform ourselves and uphold the policies, rules, regulations and laws that govern our work, professional, and volunteer activities.
- We report unethical or illegal conduct to appropriate management using aec reporting mechanism (Ref. CoC-SOP001: Management of Code of Conduct Violation and whistleblowing procedure) that includes a Safeguarding focal point.
- We bring violations of this Code to the attention of the appropriate body for resolution based on the incident investigation and risk assessment procedure (Ref. CoC-SOP002: Incident investigation and risk assessment procedure) and aec reporting mechanism. (Ref. CoC-SOP001: Management of Code of Conduct Violation and whistleblowing procedure)
- We do not make false accusations when reporting any misconduct and rely on facts to serve an in-depth investigation and risk assessment. (Ref. CoC-SOP002: Incident investigation and risk assessment procedure)
- We pursue disciplinary action against an individual who retaliates against a person raising ethics concerns.
- We provide regular training and capacitate staff on Safeguarding and PSEA topics to prevent tolerance for abuse or exploitation.

## 5. Respect

### 5.1. Description of Respect

Respect is our duty to show a high regard for ourselves, others, and the resources entrusted to us. Resources entrusted to us may include people, money, reputation, the safety of others, and natural or environmental resources.

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An environment of respect engenders trust, confidence, and performance excellence by fostering mutual cooperation—an environment where diverse perspectives and views are encouraged and valued.

### 5.2. Respect: Aspirational Standards

As volunteers at arcenciel:


- We inform ourselves about the norms and customs of others and avoid engaging in behaviours they might consider disrespectful.
- We listen to others' points of view, seeking to understand them.
- We approach directly those persons with whom we have a conflict or disagreement.
- We conduct ourselves in a professional manner, even when it is not reciprocated.

### 5.3. Respect: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow volunteers:


- We negotiate in good faith.
- We do not exercise the power of our expertise or position to influence the decisions or actions of others in order to benefit personally at their expense.
- We do not act in an abusive manner toward others.
- We refrain from any form of bullying, harassment, discrimination, abuse, intimidation or exploitation.
  - We act fairly and honestly, and treat others with dignity and respect, regardless of issues such as gender, race, religion or lack of religion, colour, national or ethnic origin, language, marital status, family status, birth, sexual orientation, age, disability, socio-economic background, caste, political conviction, HIV and AIDS status, physical appearance or lifestyle.
  - We never engage in any humiliating, degrading or exploitative behavior.
  - We do not use or condone language that is inappropriate, demeaning, or offensive towards others.
- As volunteers at arcenciel, we commit ourselves to being responsible for the use of information, assets and resources to which we have access by reason of our employment with arcenciel through:
  - ensuring the use of arcenciel's assets and resources entrusted to us in a responsible manner and account for all money and property, following the appropriate policy and procedural requirements.
  - not using arcenciel's computer equipment or other technology or equipment to engage in any activity that is illegal under local, state, or international law or that encourages conduct that would constitute a criminal offence. This includes any material that victimizes, harasses, degrades, or intimidates an individual or a group



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of individuals on the basis of gender, race, religion, sexual orientation, age, disability or ethnicity or other personal characteristic.


- not using arcenciel’s computer equipment or other technology or equipment to view, download, create, distribute, or save in any format inappropriate material, including but not limited to adult or child pornography.
  - using all project goods and services, including those provided by/property of a third-party, in an appropriate manner.
  - not releasing to others any private or confidential information related to arcenciel (or for which arcenciel is responsible for) unless legally required to do so.
- We also commit ourselves to being responsible for our own health, safety and welfare, and of those of the staff we manage by:
- adhering to all organizational health and safety regulations and procedures in force in our work place.
  - complying with any local security guidelines and in a manner consistent with arcenciel regulations.
  - behaving in ways that avoid creating unnecessary risk to the safety, health and welfare of ourselves or others (including partner organizations and beneficiaries).
- We ensure that our personal and professional conduct is, and is seen to be, of the highest standard and in keeping with arcenciel’s beliefs, values and mission:
- We treat all people with respect and dignity. We do not discriminate, show differential treatment to, or favour particular individuals to the exclusion of others.
  - We promote the well-being and development of children in our programs, and do not engage in behaviour that is likely to cause harm, including physical, sexual, emotional abuse and neglect.
  - We observe all local laws and behave in a culturally sensitive manner.
  - We do not work under the influence of alcohol or drugs (with the exception of prescribed drugs for health reasons) or illegal substances that affect our ability to perform our duties.
  - We do not use, distribute, sell or be in possession of illegal substances on arcenciel’s premises, whilst on arcenciel’s business or whilst using arcenciel’s vehicles.
- We ensure that our behavior both during and outside of work does not bring arcenciel into disrepute and does not impact on or undermine our ability to undertake the role for which we are employed.
- We do not abuse our position as arcenciel volunteers for personal gain by requesting, soliciting or accepting any payment, gift, service or favour (including sexual favours) from

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others, whether for our own personal benefit or for another person, in return for arcenciel’s support, goods or services.

- We perform our duties and conduct our private life in a manner that avoids possible conflicts of interest with the work or reputation of arcenciel and our work as volunteers at the organization.
  - We avoid situations where personal interests could conflict, or reasonably appear to conflict, with the interests of arcenciel. Therefore, we do not enter into any sort of business relationship on behalf of arcenciel with family members, friends or other personal/professional contacts for the supply of any goods or services to arcenciel or any employment related matters without authorization from top management.
  - We declare any potential conflict of interest to the line manager / HR representative. (Ref. section 5.3 Fairness – Mandatory Standards)
  - We do not get involved in awarding benefits, contracts for goods/services, employment or promotion within the organization, to any person with whom we have financial, personal, family (or close intimate relationship) interests.
- We refuse bribes or gifts (except small tokens of appreciation and will have to inform the line manager and HR) or any remuneration from governments, beneficiaries, partners, suppliers or other persons which have been offered to us as a result of our employment with arcenciel.
    - We notify the line manager if offered or have received gifts of any kind, however small. In general, gifts should not be of such value as to constitute a personal enrichment for the recipient and should not be such as to appear excessive to an objective observer. The Ethics Review Committee will review the list of gifts being received and indicate whether this is appropriate or not.
  - We are well aware that sexual relationships between an arcenciel volunteer and beneficiary are likely to be based on inherently unequal power dynamics and may undermine the credibility of the organization and its work. We acknowledge that arcenciel considers such sexual relationships inappropriate. In the event of being or developing a sexual relationship with a beneficiary, we inform immediately a senior manager in our program or HR representative about the relationship in order to clarify what could otherwise become an ambiguous situation.
  - We do not undertake work or duties outside arcenciel that negatively influence our ability to perform our function or have a negative impact on the work of arcenciel.
  - We avoid involvement in any activities that are illegal, or contravene human rights, or compromise the work of arcenciel. Therefore, we do not take part in or support any illegal activities and we do not engage ourselves in any type of sexual relations or any sexual activity with a child.

A ‘child’ is taken to be anyone under the age of 18 regardless of local custom, or the age

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of majority or consent locally.

“Sexual activity with a child is allowed only where a staff member is legally married to someone under the age of 18, but who is over the age of majority or consent in the country of citizenship of the staff member and the child.”

- All arcenciel’s volunteers are required to avoid direct responsibility for the hiring or supervision of a family member. Employment of family members is permitted as long as they do not report directly to each other.
- We do not abuse or exploit children or adults in any way and report any such behaviour by others to a senior manager (Ref. CoC-SOP001: Management of code of conduct violation and whistleblowing procedure).
- We are held responsible for reporting any incident, concern or suspicion regarding any breaches of this Code of Conduct.
  - We bring any potential incident, abuse or concern that we witnessed, made aware of, or suspect which appears to break the standards contained in this Code to the attention of the relevant manager or the Human Resources manager.
  - We do not intentionally make malicious or false accusations in relation to this Code against any volunteer or beneficiary.
  - We ensure that all information about breaches of this Code is handled with the utmost discretion.

## 6. Fairness


### 6.1. Description of Fairness

Fairness is our duty to make decisions and act impartially and objectively. Our conduct must be free from competing self-interest, prejudice, and favouritism.

### 6.2. Fairness: Aspirational Standards

As volunteers at arcenciel:

- We demonstrate transparency in our decision-making process.
- We constantly re-examine our impartiality and objectivity, taking corrective action as appropriate.
- We provide equal access to information to those who are authorized to have that information.
- We make opportunities equally available to qualified candidates.

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### 6.3. Fairness: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow partners:

- Conflict of Interest Situations:
  - We proactively and fully disclose any real or potential conflicts of interest to the appropriate stakeholders.
  - When we realize that we have a real or potential conflict of interest, we refrain from engaging in the decision-making process or otherwise attempting to influence outcomes, unless or until: we have made full disclosure to the affected stakeholders; we have an approved mitigation plan; and we have obtained the consent of the stakeholders to proceed.
  - We implemented an Anti-Corruption Policy, in order to avoid any misuse of entrusted power for private gain. (Ref. CoC-POL-002: Anti-Corruption Policy).
  - It is mandatory that all arcenciel volunteers that have any direct or indirect interest in the purchase, disposal, or transfer of assets under their consideration, thereby giving rise to a conflict of interest, disclose the same in writing to their supervisor. Further, they must refrain from becoming involved or impacting the final outcome of any such activity. In the event of any doubt arising at any occasion, the staff/volunteer or other parties concerned should discuss the matter with their supervisor and if necessary, seek guidance and advice from the Ethics Review Committee.
  
- Favoritism and Discrimination:
  - We do not hire or fire, reward or punish, or award or deny contracts based on personal considerations, including but not limited to, favouritism, nepotism, or bribery.
  - We do not discriminate against others based on, but not limited to, gender, race, age, religion, disability, nationality, or sexual orientation.
  - We apply the rules of the association without favouritism or prejudice.

## 7. Honesty


### 7.1. Description of Honesty

Honesty is our duty to understand the truth and act in a truthful manner both in our communications and in our conduct.

### 7.2. Honesty: Aspirational Standards

As volunteers at arcenciel:

- We earnestly seek to understand the truth.
- We are truthful in our communications and in our conduct.

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- We provide accurate information in a timely manner.
- We make commitments and promises, implied or explicit, in good faith.
- We strive to create an environment in which others feel safe to tell the truth.

### 7.3. Honesty: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow partners:

- We do not engage in or condone behaviour that is designed to deceive others, including but not limited to, making misleading or false statements, stating half-truths, providing information out of context or withholding information that, if known, would render our statements as misleading or incomplete.
- We do not engage in dishonest behaviour with the intention of personal gain or at the expense of another.
- We are engaged in conducting our activities in a transparent way, based on our stakeholders' requests. Transparency aims the lack of hidden agendas and conditions, accompanied by the availability of full information required for collaboration, cooperation, and collective decision-making.

## 8. Process followed to create this Code

The first step by the Quality team in the development of this Code was to understand the ethical issues facing arcenciel and to relate them to our values. This was accomplished by a variety of mechanisms including focus group discussions involving our volunteers, and some stakeholders. Additionally, the team analyzed the ethics codes of PMI (Project Management Institute) and diverse non-profit associations from various regions of the world, and researched best practices in the development of ethics standards.


The standards, used in this document, were deemed to represent the best practices for obtaining and adjudicating stakeholder feedback to the exposure draft.

Through this document, arcenciel takes its commitment to ethics very seriously and we hold ourselves and our peers accountable to conduct in accordance with the provisions of this Code.

## 9. Appendix

**Abusive Manner.** Conduct that results in physical harm or creates intense feelings of fear, humiliation, manipulation, or exploitation in another person.

**arcenciel.** The totality of the association, including its committees, groups, and chartered components such as chapters, colleges, and specific interest groups.

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**arcenciel-Sponsored Activities.** Activities that include a participation of an arcenciel member whether it is in a leadership role in the component or another type of component educational activity or event.

**Conflict of Interest.** A situation that arises when a practitioner of project management is faced with making a decision or doing some act that will benefit the practitioner or another person or organization to which the practitioner owes a duty of loyalty and at the same time will harm another person or organization to which the practitioner owes a similar duty of loyalty. The only way volunteers can resolve conflicting duties is to disclose the conflict to those affected and allow them to make the decision about how the practitioner should proceed.

**Duty of Loyalty.** A person’s responsibility, legal or moral, to promote the best interest of an organization or other person with whom they are affiliated.

**Partner.** A person engaged in an activity that contributes to the management of a project, portfolio, or program, as part of the project management profession.

**Sexual abuse.** The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

**Sexual exploitation.** Any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual harassment.** An unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature between colleagues.

**Volunteer.** Any person acting on behalf of arcenciel.

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Reference to arcenciel’s call:

The undersigned \_\_\_\_\_, representing:

himself or herself <i>(only for natural persons)</i>  ID or passport number:  (‘the bidder’)	<i>(only for legal persons)</i> the following legal person:  Full official name:  Statutory registration number:  Full official address:
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Declares the following:

1. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants, or sub-consultants is in any of the following situations:
  - 1.1 Being bankrupt, subject to insolvency or winding-up procedures or ceasing our activities, being in an arrangement with creditors, having our activities administered by the courts, having entered into receivership, reorganization or being in any analogous situation arising from any similar procedure;
  - 1.2 Having been convicted, within the past five years by a final judgment or a final administrative sanction by authorities of the country where we are constituted or in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract. (In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
  - 1.3 Being listed for financial sanctions by the United Nations, the European Union, and/or Lebanon for the purposes of fight-against-terrorist financing or threat to international peace and security or money-laundering.
  - 1.4 Having been convicted, within the past five years by a final judgment or a final administrative sanction by authorities of the country where we are constituted or in the country where the Contract is implemented, of sexual exploitation or abuse or any offense concerning trafficking in human beings.

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- 1.5 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance.
- 1.6 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or Lebanon.
- 1.7 Having created false documents or committed misrepresentation in documentation requested by arcenciel as part of the procurement process of this Contract.
2. We hereby certify that neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants, or sub-consultants are in any of the following situations of conflict of interest:
  - 2.1 Being an affiliate controlled by arcenciel or a shareholder controlling arcenciel, unless the stemming conflict of interest has been brought to the attention of the donor and resolved to his satisfaction;
  - 2.2 Having a business or family relationship with an arcenciel's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of the donor and resolved to his satisfaction;
  - 2.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to the information contained in the respective applications, bids or proposals, influencing them or influencing decisions of arcenciel;
  - 2.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for arcenciel;
  - 2.5 In the case of procurement of goods or works or services:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations, and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.



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3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of arcenciel, that will transmit to the donor, any change in the situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:
  - 5.1 We have not and will not violate intellectual property rights.
  - 5.2 We have not and will not violate Lebanese regulations regarding child labor.
  - 5.3 We have not and will not engage in any sexual activity or any sexual relation with any person under the age of 18 years old. We will report any suspicion or concern about violating the humanitarian rules related to sexual behavior and we will fully engage in the investigation process in case of any allegation regarding the violation of arcenciel’s PSEA (Protection against Sexual Exploitation and Abuse) Policy.
  - 5.4 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements, and/or to violate their internal rules in order to obtain illegitimate profit;
  - 5.5 We have not and will not engage in the manufacture of arms and the sale of arms to governments that violate the human rights of their citizens; or where there is internal armed conflict or significant tensions; or where arms sales may endanger regional peace and security.
  - 5.6 We have not and will not take part or endorse any terrorist or money laundering operation;
  - 5.7 We have not and will not offer or give, directly or indirectly to any person who has a legislative, executive, administrative or legal mandate within arcenciel, any undue advantage or gift of any kind whatsoever, to this person or to any other person, to act or refrain from acting in an official capacity or performing or refrain performing any act in violation of his legal, contractual or professional obligations.
  - 5.8 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union;
  - 5.9 We commit ourselves to comply with and ensure that all of our suppliers,

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contractors, subcontractors, consultants, or sub-consultants comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labor Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by arcenciel.

6. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub-consultants, authorize (*the donor*) to inspect accounts, records, and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by (*the donor*)

Name:

Title:


Duly empowered to sign in the name and on behalf of<sup>1</sup>:

Signature:

Dated:

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1 In the case of a joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

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## **1- Definition**


In these general terms and conditions, the terms:

- 1.1 **Contract** is the agreement entered into by the Contracting Authority and the Contractor for the execution and completion of the Works, to which these general terms and conditions are made applicable; the Contract is constituted of the documents listed in the Contract;
- 1.2 **Works** are what the Contract requires the Contractor to construct, install and turn over to the Contracting Authority, as described in the Technical Specifications;
- 1.3 **Temporary Works** include items to be constructed by the Contractor which are not intended to be permanent and form part of the Works;
- 1.4 **Engineer, Supervisor and Project Manager** might be used interchangeably in the Contractual documents; each term means the person responsible for supervising the execution of the Works, and monitoring and administering the execution of the Contract on behalf of the Contracting Authority
- 1.5 **Party** means either the Contracting Authority or the Contractor
- 1.6 **Donor** means a person, organization, or government agency that grants funds to undertake activities that fall under its mission.
- 1.7 **Beneficiary country** is the country where the Works are to be constructed;
- 1.8 **Breakdown of the overall price** is the heading-by-heading list of the rates and costs making up the price for a global price Contract;
- 1.9 **Bill of quantities** is the document in which the costs of the Works are indicated, based on the foreseen quantities of items of work and the fixed unit prices applicable to them;
- 1.10 **Contract Price** is the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein by the Contract;
- 1.11 **Site** is the land and other places on, under, in, or through which the Works are to be constructed;
- 1.12 **the Contracting Authority’s “partners** are the organizations to which the Contracting Authority is associated or linked.

## **2- Interpretation**

In the Contract, except where the context requires otherwise:

- 2.1 words indicating one gender include all genders;
- 2.2 words indicating the singular also include the plural and words indicating the plural also include the singular;
- 2.3 provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- 2.4 “written” or “in writing” means hand-written, type-written, printed, or electronically made, and resulting in a permanent record; and
- 2.5 the word “tender” is synonymous with “bid”, “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

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### **3- Language and Law**

The Contract, all documents relating to the Contract, and all written communications between the parties shall be in English.

Unless specified otherwise in the Contract, the law governing the contract shall be the law of the country of the Contracting Authority.

### **4- General Duties and Powers of the Engineer**

- 4.1 The Engineer shall provide administration and monitoring of the Contract and supervision of the Works as provided in the Contract. In particular, he shall perform the functions described in these general terms and conditions.
- 4.2 The Engineer shall be the Contracting Authority's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Contracting Authority. The Contracting Authority's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Contracting Authority only to the extent provided in the Contract Documents as they may be amended in writing by the Contract. The duties, responsibilities, and limitations of authority of the Engineer as the Contracting Authority's representative during construction as outlined in the Contract shall not be modified or extended without the written consent of the Contracting Authority, the Contractor, and the Engineer.
- 4.3 The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding by the Contract. Based on his on-Site observations as an Engineer, he shall keep the Contracting Authority informed of the progress of the Works.
- 4.4 The Engineer shall have authority to issue to the Contractor, on behalf of the Contracting Authority, administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the Works and the remedying of any defects therein.
- 4.5 Except where expressly stated in the Contract, the Engineer shall not have authority to relieve the Contractor of any of his obligations.
- 4.6 The Contractor shall ensure that the Engineer has at all times free access to the Site or any other place where the Works are carried out or prepared. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- 4.7 Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices and requests for payment, the Engineer shall determine the amounts owed to the Contractor and shall issue Payment Certificates as appropriate.
- 4.8 The Contractor shall provide the Engineer with any information he might require. The Engineer may arrange for the supervision and inspection of any item being prepared and manufactured for supply under the Contract. To this end, he may apply such tests as he considers necessary to establish whether the materials and objects are of the requisite quality and quantity. He may require the replacement or repair, as the case may be, of items, which do not conform with the Contract, even after their installation.

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- 4.9 The Contractor may not rely on the fact that such supervision and inspection have been affected to evade his responsibility in the event of the Works being rejected by the Engineer.
- 4.10 In the performance of his duties, the Engineer shall not disclose information on the methods of manufacture and operation of the undertakings which he has obtained because of his supervision and inspection, except to those authorities that need to know it.

### **5- Assignment and Sub-Contracting**

- 5.1 The Contractor shall not, except after obtaining the prior written authorization of the Contracting Authority, assign, transfer, pledge, or make other disposition of the Contract or any part thereof or any of the Contractor’s rights, claims, or obligations under the Contract.
- 5.2 the Contractor shall not subcontract without the prior written authorization of the Contracting Authority. Subcontractors must satisfy the eligibility criteria of article 60, as well as the conditions of articles 58 and 59. The approval by the Contracting Authority of the subcontracting of any part of the Contractor of the subcontractor to perform any part of the Works shall not relieve the Contractor of any of his obligations and responsibilities under the Contract.

### **6- Supply of Documents**

The Contracting Authority shall provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the Contract and a copy of the specifications to be committed, adhered to. The Contract shall list the documents and items which may be placed at the disposal of the Contractor, at the latter's request, to facilitate his work.


Unless it is necessary for the Contract, the drawings, specifications, and other documents provided by the Contracting Authority shall not be used or communicated to a third party by the Contractor without the prior consent of the Engineer.

### **7- Access to Site**

- 7.1 The Contracting Authority shall, in due time and in conformity with the progress of the Works, place the Site and access thereto at the disposal of the Contractor in accordance with the program of implementation referred to in these General Terms and Conditions.
- 7.2 Land procured for the Contractor by the Contracting Authority shall not be used by the Contractor for purposes other than the implementation of the Contract.
- 7.3 The Contractor shall keep any premises placed at his disposal in good condition while he is in occupation.
- 7.4 The Contractor shall allow the Engineer and any person authorized by the Engineer or the Contracting Authority access to the Site and to any place where work in connection with the Contract is being carried out.

### **8. Contractors General Obligations**

- 8.1 The Contractor shall, with due care and diligence, and in accordance with the provisions of the Contract, design the Works to the extent stated in the Contract, and execute, complete and remedy any defects in

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the Works. The Contractor shall provide all superintendence, personnel, materials, plant, equipment, and all other items, whether of a temporary or permanent nature, required for the design, execution, and completion of Works, and for remedying any defects, in so far as is specified in, or can be reasonably inferred from, the Contract. The Contractor shall take full responsibility for the adequacy, stability, and safety of all operations and methods of construction under the Contract.

- 8.2 The Contractor shall comply fully with any administrative orders given to him by the Engineer and shall ensure that the specifications and administrative orders are adhered to by his own employees and by his sub-contractors and their employees.

### **9. Program of Implementation**

- 9.1 Within the time specified in the Contract, the Contractor shall submit a program of implementation of the Contract for the approval of the Engineer. The program shall contain at least the following:
- a. the order in which the Contractor proposes to carry out the Works;
  - b. the deadlines for submission and approval of the drawings, if applicable;
  - c. a general description of the methods which the Contractor proposes to adopt for carrying out the Works; and;
  - d. such further details and information as the Engineer may reasonably require.
- 9.2 No material alteration to the program of implementation shall be made without the approval of the Engineer. If, however, the progress of the Works does not conform to the program, the Engineer may instruct the Contractor to revise the program and submit the revised program to him for approval within the deadline **6-Feb-2023** Under penalty of termination of the contract.

### **10. Contractor’s Staff and Employees**


The staff and workmen employed by the Contractor must be sufficient in number, and each must have the qualifications necessary to ensure due progress and satisfactory execution of the Works. The Contractor shall immediately replace all persons indicated by the Engineer, in a letter stating reasons, as hampering the proper execution of the Works. The Contractor shall make his own arrangements for the engagement of all staff and labor. He shall comply with all the relevant labor laws applying to his employees, shall duly pay them, and afford them all their legal rights. The Contractor shall comply with article 58, Child Labor and Forced Labor. Salaries, wages, and benefits and all compensation, whatever it is, with health, third party, death and work emergency insurance

### **11. Equipment**

The equipment, which the Contractor has at the Site, shall be deemed to be for the purpose of carrying out the Works. The Contractor shall not be entitled to remove it without the written consent of the Engineer unless he shows that the said equipment is no longer required for the performance of the Works. The contractor is responsible for theft or any damage that may be caused to it.

### **12. Contractor’s Drawing**

- 12.1 The Contractor shall submit to the Engineer for approval:
- a. the drawings, documents, samples, and/or models, according to the time limits and procedures laid down in the Contract;

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- b. Such drawings as the Engineer may reasonably require for the implementation of the Contract.

12.2 The approval of the drawings, documents, samples, or models by the Engineer shall not relieve the Contractor from any of his obligations under the Contract.

12.3 Before the issue of the Certificate of Substantial Completion of the Works by the Engineer, the Contractor shall supply operating and maintenance manuals together with drawings, which shall be detailed enough to enable the Contracting Authority to operate, maintain, adjust and repair all parts of the Works.

### **13. Safety on Site and Non-Disturbance**

13.1 The Contractor shall ensure the safety of the Site and the safety of all activities on the Site throughout the period of execution and shall be responsible for taking the necessary steps, in the interests of his employees, agents of the Contracting Authority and third parties, to prevent any loss or accident which may result from carrying out the Works. The Contractor shall, on his own responsibility and at his own expense, do his utmost to ensure that existing structures and installations are protected, preserved, and maintained. He shall be responsible for providing and maintaining at his own expense all lighting, protection, fencing, and security equipment that proves necessary for the proper implementation of the Works or that the Engineer may reasonably require.

13.2 On his own responsibility and at his expense, the Contractor shall take all the precautions required by good construction practice and by the prevailing circumstances to safeguard adjacent properties and avoid causing any abnormal disturbance therein.

13.3 The Contractor shall ensure that all operations necessary for the execution of the Works are carried on so as not to interfere unnecessarily or improperly with the public convenience, and in particular with traffic or communication links, underground cables, conduits, and installations.


13.4 The Contractor shall hold harmless and indemnify the Contracting Authority in respect of all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to the Contractor's failure to comply with his obligations under this article.

### **14. Setting-Out**

14.1 The Contractor shall be responsible for:

- a. the accurate setting-out of the Works in relation to the original marks, lines, and reference levels provided by the Engineer;
- b. the accuracy of the positioning, leveling, dimensioning, and alignment of all parts of the Works;
- c. the provision of all necessary instruments, accessories, and labor in connection with the foregoing responsibilities; and
- d. the review of the Engineering design and details of the Works; he shall inform the Contracting Authority of any mistakes or incorrectness in such design and details which would affect the Works.

14.2 If, at any time during the execution of the Works, any error appears in the positioning, leveling, dimensioning, or alignment of any part of the Works, the Contractor shall, if the Engineer so requires, rectify such errors at his own cost and to the satisfaction of the Engineer unless the error is based on inaccurate data supplied by the Engineer, in which case the Contracting Authority shall be responsible for the cost of rectification. The Engineer shall be responsible and liable.

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14.3 The checking of any setting-out or of any alignment or leveling the Engineer shall in no way relieve the Contractor of his responsibility for the accuracy of these operations. The Contractor shall carefully protect and preserve all markers, sight rails, pegs, and other items used in setting out the Works.

### **15. Temporary Works**

The Contractor shall carry out at his expense all the Temporary Works to enable the Works to be carried out. He shall submit to the Engineer drawings of Temporary Works, which he intends to use, such as cofferdams, scaffolding, trusses, and shuttering. He shall take account of any observations made to him by the Engineer while remaining responsible for these drawings.

### **16. Discoveries**

Discoveries of any interest whatsoever made during excavation or demolition work shall immediately be brought to the attention of the Engineer. The Engineer shall decide how such discoveries are to be dealt with, taking due account of the law of the beneficiary country.


### **17. Responsibilities for Loss or Damage**

From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care of the Works and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in article 57), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under article 50.

### **18. Insurance**

- 18.1 Without limiting his obligations and responsibilities under the Contract, the Contractor shall take out the insurances specified in articles 17.2., 17.3, and 17.4. Each insurance shall be effected with insurers (Recognized by the competent authorities) and in terms approved by the Contracting Authority. Before the commencement date, the Contractor shall submit to the Engineer copies of the policies. When each premium is paid, the Contractor shall submit evidence of payment to the Engineer. The Contractor shall comply with the conditions stipulated in each of the insurance policies. Such insurance shall take effect from the commencement of the Works and remain in force until the issue by the Engineer of the Certificate of Final Completion of the Works. Each insurance shall be taken in the joint names of the Contracting Authority and the Contractor.
- 18.2 The Contractor shall take out insurance against any loss or damage for which the Contractor is liable under the Contract arising from a cause occurring prior to the issue of the Certificate of Substantial Completion, and for loss or damage caused by the Contractor in the course of any other operation (including those under article 49). Such insurance shall cover:
- a. the Works, together with materials and plant for incorporation therein and drawings, to the full replacement cost against all loss or damage from whatever cause arising other than from force majeure;
  - b. an additional sum of 10% of such replacement cost or any other amount specified in the Contract, to cover all the additional direct or indirect costs of making good losses or



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damage, including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatever nature;

- c. the Contractor's equipment, plant, and other things brought onto the Site by the Contractor, for a sum sufficient to provide their replacement at the Site.

- 18.3 The Contractor shall insure against each party's liability for any loss, damage, death, or bodily injury which may occur to any physical property (except things insured under article 17.2) or to any person (except persons insured under article 17.4), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Certificate of Final Completion. Unless provided otherwise in the Contract, this insurance shall be extended to cover liability for all loss and damage to the Contracting Authority's property (except things insured under article 17.2).
- 18.4 The Contractor shall take out insurance against both his own liability, and the Contracting Authority and Engineer's liability, for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, disease, or death of the Contractor's representative, all personnel whom the Contractor utilizes on Site, including staff of the Contractor and of each sub-contractor, and any other personnel assisting the Contractor in the execution of the Works. The insurance shall remain in full force and effect during the whole time that these personnel are assisting in the execution of the Works or the remedying of defects.

#### **19. Compliance with Laws and Respect of Traditions**


- 19.1 The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependents, and its local employees and sub-contractors also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement of such laws and regulations.
- 19.2 The Contractor, its personnel and sub-contractors shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country

#### **20. Compliance with Laws and Respect of Traditions**

The Contractor shall treat all documents and information received in connection with the Contract as private and confidential, and shall not disclose any particulars of the Contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the Works without the prior approval of the Contracting Authority.

#### **21. Conflict of Interest**

The Contractor and sub-contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the Contract. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. In particular, the Contractor and his employees or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works, or supply equipment or materials for the project to which the Works relate. Any conflict of interests that could arise during the performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

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## **22. Corrupt Practices**

- 22.1 The Contractor (and subcontractor) and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other Contract with the Contracting Authority, or for showing favor or disfavor to any person in relation to the Contract or any other Contract with the Contracting Authority.
- 22.2 The payments to the Contractor under the Contract shall constitute the only income or benefit it may derive in connection with the Contract and neither he nor his personnel (and subcontractor) shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the Contract.
- 22.3 The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

## **23. Joint Venture or Consortium**


If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the Contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this Contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, can be considered, a single person and, in particular, shall have bank account(s) opened in its name, shall submit to the Contracting authority single guarantees if required, and shall submit single requests for payment and single reports.

The composition of the joint venture or consortium shall not be altered without the prior written consent of the Contracting Authority.

## **24. Guarantees**

- 24.1 If specified in the Contract, and as a guarantee for his proper and efficient performance of the contract, the Contractor shall on signature of the Contract provide the Contracting Authority with a performance guarantee issued for the benefit of the Contracting Authority. The amount and character of such performance guarantee shall be as indicated in the Contract.
- 24.2 In the case a prepayment is agreed in the Contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of approved performance security or prepayment guarantee if so agreed and under the conditions specified in the Contract.

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## COMMENCEMENT OF IMPLEMENTATION AND DELAYS

### **25. Commencement Date**

The date on which implementation of the Contract by the Contractor is to commence shall be specified in the Contract shall be determined by an administrative order issued by the Engineer to the Contractor within a time period specified in the Contract.

### **26. Period of Implementation**

The period of implementation of the Works shall commence on the date fixed in accordance with Article 24. The period of implementation shall be specified in the Contract, without prejudice to extensions of the period, which may be granted under Article 27.


### **27. Extension of the Period of Implementation**

- 27.1 The Contractor may request the Contracting Authority an extension of the period of implementation if his implementation of the Contract is delayed, or expected to be delayed, for any of the following exclusive reasons:
- a. exceptional weather conditions in the beneficiary country;
  - b. artificial obstructions or physical conditions which could not reasonably have been foreseen by an experienced Contractor;
  - c. administrative orders affecting the date of completion other than those arising from the Contractor's default;
  - d. failure of the Contracting Authority to fulfill its obligations under the Contract;
  - e. any suspension of the Works which is not due to the Contractor's default;
  - f. force majeure in accordance with article 57.

27.2 The Contracting Authority shall, upon such request for an extension, determine whether the extension is justified and if so, the period of any such extension of time.

### **28. Delays in Implementation**

If the Contractor fails to complete the Works by the deadline(s) specified in the Contract and in his program of implementation approved by the Engineer in accordance with article 9, the Contracting Authority shall, without formal notice and without prejudice to any other remedies under the Contract, be entitled to liquidated damages for every day or part thereof which elapses between the end of the period of implementation or extended period of implementation and the actual date of completion, at the rate and up to the maximum amount specified in the Contract. It should be deducted from the receivables after the accounting and offset procedure.

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## **29. Modifications**

29.1 The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. increase or decrease the quantity of any work under the Contract;
- b. omit any such work;
- c. change the character or quality or kind of any such work;
- d. change the levels, lines, positions, and dimensions of any part of the Works;
- e. execute additional work of any kind necessary for the completion of the Works.

No such variation shall in any way vitiate or invalidate the Contract.

29.2 The Engineer shall, however, obtain the written approval of the Contracting Authority before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality, or character of the Works.

29.3 No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Contracting Authority under article 29.2 shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Contracting Authority's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this article but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.


29.4 The Engineer shall estimate to the Contracting Authority the amount to be added or deducted from the Contract Price in respect of any variation, addition, or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities or the Breakdown of Overall Price.

## **30. Exceptional Risks**

30.1 If during the execution of the Works, the Contractor encounters artificial obstructions or physical conditions which could not reasonably have been foreseen by an experienced Contractor, and if the Contractor is of the opinion that additional costs will be incurred and/or an extension of the period of implementation of the Contract will be necessary as a result of this, he shall notify the Engineer as soon as possible. The Contractor's notification shall specify the artificial obstructions and/or physical conditions, giving details of the expected effects thereof, the measures he is taking or intends to take and the extent of the expected delay in, or interference with, the execution of the Works.

30.2 On receipt of notification, the Engineer may inter alia give written instructions to the Contractor as to how the artificial obstructions or physical conditions are to be dealt with; and he may order that the Contract be modified, suspended or terminated.

30.3 In so far as he considers that some or all of the said artificial obstructions or physical conditions could not reasonably have been foreseen by an experienced Contractor, the Engineer shall:

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- a. take into account any delay suffered by the Contractor as a result of such obstructions or conditions in determining any extension of the period of implementation to which the Contractor is entitled under these General Terms and Conditions; and/or
- b. calculate, in the event of artificial obstructions or physical conditions other than weather conditions, the additional payments due to the Contractor.

30.4 If the Engineer decides that some or all of the artificial obstructions or physical conditions could reasonably have been foreseen by an experienced Contractor, he shall so inform the Contractor as soon as practicable.

30.5 Weather conditions shall not entitle the Contractor to claim additional payments under Article 29. Where the Engineer judges that weather conditions that are normally foreseeable or specified in the Contract make the smooth execution of the Works difficult, he may decide to suspend such Works in accordance with article 30.

### **31. Suspension**

31.1 The Contractor shall, on the order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary.

31.2 During the period of suspension, the Contractor shall take such protective measures as may be necessary to safeguard the Works, plant, equipment and Site against any deterioration, loss or damage.

31.3 Additional expenses incurred in connection with such protective measures shall be added to the Contract Price unless such suspension is:


- a. necessary owing to some default of the Contractor; or
- b. necessary owing to normal weather conditions on Site; or
- c. necessary for the safety or the proper execution of the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the Contracting Authority or from any of the exceptional risks referred to in Article 30.

31.4 The Engineer, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of implementation to be made to the Contractor in respect of such claim as shall, in the opinion of the Engineer, be fair and reasonable.

31.5 If the period of suspension exceeds 180 days and the suspension is not due to the Contractor's default, the Contractor may, by notifying the Engineer and the contracting authority, either request permission to restart or terminate the contract within 14 days.

### **32. Inspection and Testing**

32.1 All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labor and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.

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32.2 All samples shall be supplied by the Contractor at his own cost.

32.3 The Contractor shall bear the costs of any of the following tests:

- a. Those clearly intended by or provided for in the Contract;
- b. Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

32.4 Components and materials which are not of the specified quality shall be rejected. Rejected components and materials shall be removed by the Contractor from the Site within a period which the Engineer shall specify. Any Works incorporating rejected components or materials shall be rejected.

32.5 The Engineer shall, during the progress of the Works and before the issue by him of the Certificate of Substantial Completion, have the power to order or decide:

- a. the removal from the Site, by a deadline specified in the administrative order, of any components or materials which, in the opinion of the Engineer, are not in accordance with the Contract;
- b. the substitution of proper and suitable components or materials; or
- c. the demolition and proper re-execution, or satisfactory repair, notwithstanding any previous test thereof or interim payment therefore, of any Works which, in respect of components, materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Engineer, in accordance with the Contract.

### **33. Ownership of Plant and Materials**

33.1 All equipment, temporary Works, plant, and materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the execution of the Works, and the Contractor may not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Such consent shall not, however, be required for vehicles engaged in transporting any staff, labor, equipment, temporary works, plant, or materials to or from the Site.

33.2 All materials and equipment covered by payments made by the Contracting Authority to the Contractor shall thereupon become the sole property of the Contracting Authority, without limiting the Contractor's liability for their care.


33.3 Title to any equipment and supplies provided by the Contracting Authority shall rest with the Contracting Authority.

33.4 Upon termination of the Contract, the equipment, Temporary Works, plant and materials on the Site shall be disposed of in accordance with article 56.4.

## **CONTRACT PRICE AND PAYMENTS**

### **34. Sufficiency of Proposed Price**

34.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself as to the nature of the ground and the subsoil before submitting his proposal or tender. He shall also be deemed to have taken into account the form and nature of the Site, the extent and nature of the work and materials necessary for the completion of the Works, the means of communication with and access to the Site, the accommodation he may require and in general to

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have obtained for himself all necessary information as to the risks, contingencies and any other circumstances influencing or affecting his proposal or tender.

34.2 The Contractor shall be deemed to have satisfied himself before submitting his proposal or tender as to the correctness and sufficiency of the proposal or tender and of the rates and prices stated in the bill of quantities or breakdown of the overall price, which shall, save where otherwise provided in the Contract, cover all his obligations under the Contract.

34.3 Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item whatsoever in his proposal or tender for which he indicates neither a unit price nor a lump sum.

### **35. Price Revision**

Unless otherwise stipulated in the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of the market, prices of labor, materials, oil and energy sources, plant or equipment, neither due to fluctuation in interest rates nor devaluation nor the collapse of the value of the national currency or any other matters affecting the Works.

### **36. Taxation**

The Contractor shall be responsible for the payment of all charges and taxes arising from the execution of the Works and the Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with his performance of the Contract. The Contractor shall be deemed to have satisfied himself regarding the application of all relevant tax laws. However, the Contracting Authority shall provide the Contractor with reasonable assistance in case the Contractor is requested to obtain the benefit of tax exemptions.


### **37. Currency of Payments**

Payments shall be made in the currency(ies) specified in the Contract. Where a currency conversion is necessary, in particular for reimbursable costs arising in one currency but reimbursable in another currency, the following rates shall apply (unless otherwise specified in the Contract):

- a. for conversion into Euro, the rate published on the Info-Euro on the first working day of the month in which the payment is made;
- b. for conversion into a national currency, the rate published by the central bank of the beneficiary country on the first working day of the month in which the payment is made.

### **38. Conditions of Payments**

38.1 Payments will be made by the Contracting Authority to the Contractor in accordance with these General Terms and Conditions. The Contract shall specify the frequency and the instalments of payments, the payment dates, amounts and currencies, practical arrangements and specific requirements for the presentation of payment requests if any.

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38.2 Payments due by the Contracting Authority shall be made to the Contractor’s bank account specified in the Contract.

38.3 Sums due shall be paid within no more than 30 calendar days from the date of issue of an interim payment certificate by the Engineer in accordance with article 41, or of the issue of the final statement of account by the Engineer in accordance with article 42.

**39. Prepayment**

39.1 The Contracting Authority shall make a prepayment to the Contractor of the amount, and by the dates, specified in the Contract, against a provision by the Contractor of a guarantee in accordance with article 23.2, if provided so in the Contract.

39.2 The Contractor shall use the prepayment only to pay for equipment, plant, materials, and mobilization expenses required specifically for the execution of the Contract. The Contractor shall demonstrate that the prepayment has been used in this way by supplying copies of invoices or other documents to the Engineer. Should the Contractor misuse any portion of the prepayment, it shall become due and repayable immediately

39.3 Unless otherwise provided in the Contract, the prepayment shall be repaid by way of reduction of proportionate amounts from interim payments. The amount of reduction in each interim payment shall be calculated in accordance with the method specified in the Contract.

**40. Measurement**


The following principles shall apply to the measurement of the Works:

40.1 For a global price contract, the amount due under the Contract shall be determined on the basis of the breakdown of the overall price, or on the basis of a breakdown expressed as a percentage of the Contract Price corresponding to completed stages of the Works. Where items are accompanied by quantities, these shall be firm quantities for which the Contractor has submitted a global price and shall be paid for irrespective of the quantities of Works actually carried out.

40.2 For a unit price Contract:

- a. the amount due under the Contract shall be calculated by applying the unit rates to the quantities actually executed for the respective items, in accordance with the Contract;
- b. the quantities set out in the Bill of Quantities shall be the estimated quantities of the Works, which shall not be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract;
- c. the Engineer shall determine by measurement the actual quantities of the Works executed by the Contractor, and these shall be paid for in accordance with the provisions of article 41, Interim Payments. Save where otherwise provided in the Contract, no additions may be made to the items in the Bill of Quantities, save as a result of a variation in accordance with Article 29 or another provision of the Contract entitling the Contractor to additional payment;
- d. the Engineer must, when he requires any parts of the Works to be measured, give the Contractor reasonable notice to attend or send a qualified agent to represent him. The Contractor or his agent shall assist the Engineer in making such measurements and shall furnish all particulars required by the Engineer. Should the Contractor fail to attend or to



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send an agent, the measurement made or approved by the Engineer shall be binding on the Contractor;


- e. the Works shall be measured net, notwithstanding any general or local custom, save where otherwise provided for in the Contract.

#### **41. Interim Payments**

- 41.1 At the end of each period specified in the Contract, the Contractor shall submit an application for an interim payment to the Engineer in a form approved by the Engineer. The application shall as a minimum include the following items, as applicable:
- a. the estimated Contract value of the permanent Works executed up to the end of the period in question;
  - b. an amount to be deducted for the repayment of prepayment under Article 39.
- 41.2 Within 30 days of receiving an application for interim payment, it shall be approved or amended in such a way that it reflects, in the Engineer's opinion, the amount due to the Contractor under the Contract. In cases where there is a difference of opinion as to the value of an item, the Engineer's view shall prevail. After calculating the amount due to the Contractor the Engineer shall send the Contracting Authority and the Contractor an interim payment certificate for the amount due to the Contractor and shall inform the Contractor of the Works for which payment is being made.
- 41.3 Engineer may, by an interim payment certificate, make any corrections or modifications to any previous certificate issued by him and shall have power to modify the valuation in, or withhold the issue of, any interim payment certificate if the Works or any parts thereof are not being carried out to his satisfaction.

#### **42. Final Statement of Account**

- 42.1 Not later than 45 days after the issue of the Certificate of Final Completion in accordance with article 52, the Contractor shall submit to the Engineer a draft final statement of account with supporting documents showing in detail the value of the work done in accordance with the Contract, together with all further sums which the Contractor considers to be due to him under the Contract in order to enable the Engineer to prepare the final statement of account.
- 42.2 Within 45 days of receiving the draft final statement of account and of all information reasonably required for its verification, the Engineer shall prepare the final statement of account, which determines:
- a. the amount which, in his opinion, is finally due under the Contract;
  - b. after establishing the amounts previously paid by the Contracting Authority and all sums to which the Contracting Authority is entitled under the Contract, the balance, if any, due, from the Contracting Authority to the Contractor, or from the Contractor to the Contracting Authority, as the case may be.
- 42.3 The Engineer shall issue the Contracting Authority and the Contractor, with the final statement of account showing the final amount to which the Contractor is entitled under the Contract. The Contracting Authority and the Contractor shall sign the final statement of account as an acknowledgment of the full and final value of the work performed under the Contract and shall promptly submit a signed copy to the Engineer.
- 42.4 The final statement of account signed by the Contractor shall constitute a written discharge of the Contracting Authority confirming that the total in the final statement of account represents full and

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final settlement of all monies due to the Contractor under the Contract. However, such discharge shall become effective only after any payment due to the Contractor under the final statement of account has been made. Deduction of an amount **10%** as a guarantee to make sure of the good execution, this amount to be paid in a later stage - guarantees held against the Contractor. during Defects Liability Period

#### **43. Repayment by Contractor**

- 43.1 The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within 30 days of receiving a request to do so. Should the Contractor fail to make repayment within this time period, the Contracting Authority may, within two months of late payment, claim late-payment interests from the Contractor calculated in the same conditions as in article 44.
- 43.2 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor.

#### **44. Delayed Payments**


- 44.1 If the Contracting Authority fails to make payments within the periods specified in article 38.3, the Contractor may, within two months of late payment, and after issuing and sending an official registered warning letter to the contracting authority, claim late-payment interest:
- a. at the discount rate applied by the central bank of the country of the Contracting Authority where payments are in national currency;
  - b. at the rate applied by the European Central Bank to its main refinancing transactions in Euro, as published in the Official Journal of the European Union, where payments are in Euro.
- 44.2 on the first day of the month in which the deadline expired, plus three and a half percentage points. The late payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).
- 44.3 Any default in payment of more than 90 days from the expiry of the period laid down in Article 38.3 shall entitle the Contractor either not to perform the Contract or to terminate it, with 30 days' prior notice to the Contracting Authority and the Engineer.

#### **45. Tests and Verification Operations**

The Works shall not be declared substantially completed until the verifications and tests on completion prescribed in the Contract have been carried out in accordance with article 32 at the expense of the Contractor. The Contractor shall notify the Engineer of the date on which such verification and tests may commence.

#### **46. Certificate of Substantial Completion**

When the whole of the Works have been substantially completed and have satisfactorily passed any verification and test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works.

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The Engineer shall, within 21 days of the date of delivery of such notice either issue to the Contractor, with a copy to the Contracting Authority, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contractor give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within 21 days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

#### **47. Substantial Completion of Sections or Parts of the Works**

In accordance with the procedure in article 46 and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a. a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b. such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Contracting Authority for his occupation or use.

#### **48. Defects Liability Period**


The expression "Defects Liability Period" shall mean the period of 365 days (or any other period specified in the Contract), calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

#### **49. Completion of Outstanding Work and Remedying of Defects**

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

#### **50. Cost of Execution of Work Repair**

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with

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the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

**51. Remedy on Contractor’s Failure to Carry out Work Required**

If the Contractor shall fail to do any such work outstanding on the Works, the Contracting Authority shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Contracting Authority, and may be deducted by the Contracting Authority from any sums due or which may become due to the Contractor or from guarantees held against the Contractor.

**52. Certificate of Final Completion**

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within 30 days of the expiration of the Defects Liability Period (approval of contracting authority on report raised by an engineer with this regard is a must) issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the settlement of disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the parties.

**BREACH OF CONTRACT AND TERMINATION**

**53. Breach of Contract**

53.1 A Party shall be in a breach of Contract if it fails to discharge any of its obligations under the Contract. Where a breach of Contract occurs, the injured Party shall be entitled to damages and/or termination of the Contract.

53.2 Where a breach of Contract is attributable to the Contractor, the Contracting Authority shall also be entitled to the following remedies as of right:

- a. implementation of all or part of the Works using directly-employed labor;
- b. termination of all or part of the Contract;
- c. conclusion of a contract with a third party replacing the Contractor, after prior termination of the original Contract.

53.3 In addition to the above-mentioned measures, the Contracting Authority may claim the application of article 28 and the award of liquidated damages, as well as the award of general damages.


53.4 In the event of the Works being executed by directly employed labor or by a Contract with a third party replacing the Contractor, provisions of article 56.5 shall apply.

53.5 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be effected by deduction from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

**54. Termination by the Contracting Authority**

The Contracting Authority may, after giving the Contractor 7 days' notice, terminate the Contract in any of the following cases:

- a. the Contractor is in breach of his obligations under the Contract;

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- b. the Contractor fails to comply within a reasonable time with a notice given by the Engineer requiring him to make good any neglect or failure to perform his obligations under the Contract; the Contractor refuses or neglects to carry out administrative orders given by the Engineer;
- c. the Contractor takes some action without requesting or obtaining the authorization of the Contracting
- d. Contracting Authority or the Engineer, when such prior authorization is required under the Contract;
- e. the Contractor’s declarations and warranties in respect of his eligibility (article 60) and/or in respect of article 58 and article 59, appear to have been untrue, or cease to be true;
- f. any organizational modification occurs involving a change in the legal personality, nature or control of the Contractor (or the members of the joint venture or consortium), unless such modification is recorded in an addendum to the Contract;
- g. any other legal disability of the Contractor hindering the execution of the Contract occurs;
- h. the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present Contract is not able to abide by his commitments;
- i. for convenience, if this is in the interest of the Contracting Authority.
- j. When Contractor breached the obligation of not having transactions with, or support, any organizations and/or individuals who commit, threaten, or support terrorism or money laundry laws or contrary to the national and international financial laws and laws of exchange of information regulations


**55. Termination by the Contractor**

The Contractor may, after giving 30 days’ notice to the Contracting Authority, terminate the Contract in any of the following cases:

- a. in the circumstances specified in article 44.2, or
- b. if the Contracting Authority is in material breach of his obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor’s notice specifying such breach; or
- c. if the Contracting Authority suspends the progress of the Works or any part thereof for more than 180 days, for reasons not specified in the Contract or not attributable to the Contractor.

**56. Rights and Obligations upon Termination**


- 56.1 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the Contract.
- 56.2 The Engineer shall, upon the issue of the notice of termination of the Contract, instruct the Contractor to take immediate steps within **3 days** to bring the Works to a close in a prompt and orderly manner and to reduce expenditure to a minimum. The Contractor shall make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 56.3 The Engineer shall, as soon as possible after termination, take the following actions:

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- a. certify the value of the Works and all sums due to the Contractor at the date of termination;
  - b. draw a report on work performed by the Contractor after inspection of the Works, and inventory was taken of temporary structures, materials, plant, and equipment. The Contractor shall be summoned to the inspection and the taking of the inventory.
- 56.4 The Contracting Authority shall have the option of acquiring in whole or in part temporary Works and structures which have been approved by the Engineer, plant, equipment and materials specifically supplied or manufactured in connection with the execution of Works under the Contract. The purchase price of such Temporary Works, structures, equipment, plant and materials shall not exceed the unpaid portion of the expenditure incurred by the Contractor, such expenditure being limited to that required for the implementation of the Contract under normal conditions. The Contracting Authority may purchase, at market prices, the materials and items supplied or ordered by the Contractor and not already paid for by the Contracting Authority on such conditions as the Engineer considers appropriate.
- 56.5 The Contracting Authority may upon termination of the Contract, complete the Works itself by using directly employed labor or conclude another contract with a third party replacing the Contractor. Additional expenditure resulting from the use of directly employed labor or of a contract with a third party replacing the Contractor shall be borne by the Contractor in the cases of termination by the Contracting Authority under article 54 (a) to (h).
- 56.6 If the Contracting Authority terminates the Contract under article 54 (a) to (h), it shall be entitled to recover from the Contractor any loss it has suffered up to the maximum amount stated in the Contract. If no maximum amount is stated, the Contracting Authority shall not be entitled to recover more than the part of the Contract price corresponding to the value of that part of the Works which cannot, by reason of the Contractor's failure, be put to their intended use.
- 56.7 In case of termination under article 53(i) and 54, the Contractor shall be entitled to claim, in addition to sums owing to him for Works already satisfactorily completed, and for sums owing to him under article 55.4, the reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract and substantiated costs resulting from commitments entered into prior to the date of termination. The Contractor shall not be entitled to receive any other payment or damages OR COMPENSATIONS whatever it is.

**57. Force Majeure**

- 57.1 Neither party shall be considered to be in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the Contract by both parties.
- 57.2 The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome. A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay. Financial and economic problems and collapse in the country or abroad should be deemed or considered as a force majeure event especially with regards to AEC's obligations towards other parties

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- 57.3 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Engineer in writing, the Contractor shall continue to perform his obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Engineer.
- 57.4 If the Contractor incurs additional costs in complying with the Engineer's directions or using alternative means under Article 57.3, the amount thereof shall be certified by the Engineer and approved by the contracting authority
- 57.5 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the Works that the Contractor may by reason thereof have been granted, either party shall be entitled to serve the other with 30 days' notice to terminate the Contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the Contract shall be terminated and, by virtue of the law governing the Contract, the parties shall be released from further execution of the Contract. The Contractor shall not be entitled to receive any other payment or damages OR COMPENSATIONS whatever it is
- 57.6 aec will be excused from, and not be held liable for any delay or failure in the performance of any of the provisions of this agreement not occasioned by AEC's fault or negligence and arising out of circumstances of force majeure such as act of God, wars LOCKDOWNS due to Diseases and epidemics etc.... Embargoes and any other acts that may lead to the closure of its offices headquarters and centres., closure or any problem with the waste dumps etc...


## **58. Child Labor and Forced Labor**

The Contractor (and each member of a joint venture or consortium or subcontractor) warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labor as described in the Forced labor Convention and in the Abolition of Forced Labor Convention 105 of the International Labor Organization. Furthermore, the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the Contract, shall entitle the Contracting Authority to terminate this Contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

## **59. Mines**

The Contractor (and each member of a joint venture or consortium or subcontractor) warrants that it and its affiliates is not engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs and munitions. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this Contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

## **60. Ineligibility**

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By signing the Contract, the Contractor (or, if a joint venture or consortium, or subcontractor any member thereof) certifies that he and/or his affiliates are not in one of the situations listed below:

- a. They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
- c. They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- d. They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- e. They have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organization, or any other illegal activity;
- f. Following another procurement procedure or grant award procedure financed by the European Community budget, by a UN Agency or another donor, or following another procurement procedure carried out by the Contracting Authority or one of its partners, they have been declared to be in serious breach of Contract for failure to comply with their contractual obligations.


## **61. Checks and Audits**

For the purpose of checks and audit the Contractor shall permit the Contracting Authority and the Engineer to inspect, at any time, the records including financial and accounting documents and to make copies thereof and shall permit the Contracting authority, the Engineer, or any person authorized by them, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to audit such records and accounts both during and after the execution of the Works. These inspections may take place up to 7 years after the final payment. The Contracting Authority and the Engineer may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

## **62. Settlement of Disputes**

62.1 The parties shall make every effort to settle amicably any dispute, which may arise between them. Once a dispute has arisen, the parties shall notify each other in writing of their positions on the dispute and any solution, which they consider possible. If either party deems it useful, the Parties shall meet and try and settle the dispute. A party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a party fail to respond in time to requests for a settlement, either party shall be free to proceed to the next stage of the dispute settlement procedure by notifying the other.



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62.2 If no settlement is reached within 120 days of the start of the amicable dispute settlement procedure, each party may seek arbitration:

- a. Any conflict, dispute, or controversy arising under or in connection with these terms and conditions shall be settled, first parties shall seek a mutually agreeable solution and if this fails after one week then it should be resolved exclusively by a sole ad hoc arbitrator (S = three, one appointed from each party and the third from the court) appointed by both parties.
- b. Should they fail to agree on the identity of the arbitrator, such Arbitrator shall be designated by the president of the commercial first instance court in Beirut upon the request of the most urgent party)
- c. The Arbitration shall be absolute arbitration (not normal) and the governing law shall be the laws of Lebanon. Save the provisions relating to Public policy and pursuant to the enforceable laws and regulation relating to arbitration (including but without limitations to the provisions of the Lebanese Code of Civil Procedure), the Arbitrator may elect, at its sole discretion not to apply the Lebanese rules of civil procedure.
- d. The Arbitrator shall issue his final award no later than 30 days after the date of acceptance of his mission. The Parties hereby irrevocably waive their right to appeal the arbitration award and agree to execute such award without any reserve.

### 63. Assignment of Rights and Obligations by the Contracting Authority

The Contracting Authority reserves the right to transfer and assign to any of its partners, or another beneficiary, any right and any obligation the Contracting Authority has against the Contractor under the Contract.


The contractor shall not have the right to assign or transfer any part of its rights or obligations created by this General Terms and Conditions to any third Party or Parties without the prior written consent of the Contracting Authority.

### 64. Liability

- 64.1 Damages: neither party shall be liable to the other for any direct, indirect, incidental, special, or consequential damages, however, caused, whether as a consequence of the negligence of the one party or otherwise, arising out of the conduct of this activity or the execution of the contract.
- 64.2 Neither party shall be liable in any way for any promise, engagement, obligation, contract, debt, warranty, or representation of the other or any wilful acts or default or negligence of the other party, its employees, officers, or agents. it is agreed between both parties that each party is responsible and liable for his own employees.

### 65. Limitations – no joint venture no partnership

- 65.1 No person employed by any of the parties and acting under the terms of this general terms and conditions shall be deemed to be acting as agent or employee of the other party for any purpose

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whatsoever. the parties shall be liable for their respective employees working on the proposal and later on the execution of the projects.

- 65.2 Each party hereto is acting as an independent contractor and neither party hereto shall be deemed to be an agent, joint venture, partner, or legal representative of the other party. These General Terms and Conditions do not grant, and neither party hereto shall have, any authority, express or implied, to create or assume any obligation, enter into any agreement, make any representation or warranty, file any document with any government agency of any country or serve or accept legal process on behalf of the other party, to settle any claim by or against the other party, or to bind or otherwise render the other party liable in any way.
- 65.3 Neither party shall have the authority to enter into any contract on behalf of the other or otherwise commit or bind the other party in any way. parties agree not to act in such a manner as would imply or create an assumption on the part of any third party that either party possesses the authority to bind the other party

## **66. Confidentiality**

- 66.1 In executing this contract, both parties agree to treat as confidential and not disclose, use or reproduce any and all information received or obtained as a result of entering into this contract of the proposal including without limitation any blueprints, drawings, ideas know-how and concepts shared with the company. Parties shall not make any announcement or disclosure to any third person the existence of this contract, its terms, and provisions, or any of the documents contemplated hereunder or referred to herein, without prior written consent.
- 66.2 Moreover, parties shall keep confidential and may not disclose any information that may reasonably be deemed as a confidential matter to each other (including but not limited to confidential information relating to the business and affairs of each other, other information, operating procedures, and instructions, client’s identities, and other trade secrets and know-how).
- 66.3 Non-disclosure of Information- Intellectual Property
- a. The contractor shall keep confidential all aec data and information which comes to its parties’ knowledge under or as a result of this General Terms and Conditions and shall not disclose this information to any third party, or use it, other than as necessary for the performance of the services specified under the articles of this General Terms and Conditions except with the prior written consent of arcenciel or by the requirement of law. This provision shall not apply to information already in the public domain, or in the possession of arcenciel prior to this General Terms and Conditions, or obtained from a third party who is free to disclose the information.
  - b. Further, the contractor acknowledges that aec retains full and sole ownership of all intellectual property, including but not limited to technical information, know-how, copyrights, models, drawings, specifications, prototypes, inventions, and software developed by arcenciel in the performance of the project subject of this contract

## 66.4 Intellectual-property

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- a. arcenciel shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks with regard to products and documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this agreement.
- b. at arcenciel’s request, the contractor shall take all the necessary steps, execute all pertinent documents and generally assist in securing such proprietary rights and transferring them to aec in compliance with the requirements of the applicable laws

**67. Good Faith**

Both parties should use their best good faith efforts in executing their mutual obligations arising from this contract, and more specifically take all actions and do all things necessary, proper, or advisable in achieving the business purpose of this contract.

**68. intuitu personae**

This is an intuitu personae letter, and both parties tailor its content in consideration of the person of arcenciel and contractor, their specificities and qualities. the identity of both parties is of the essence of this letter.

**69. Whole agreement and amendment**


This contract contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, written or oral, between the parties with respect to the subject matter thereof. furthermore, the express terms of this contract control and supersede any course of performance, course of business, custom, or usage of the trade inconsistent with any of the terms of this contract. this contract may only be amended, altered, revised or otherwise modified by a duly dated writing signed by the parties.

**70. Effectiveness**

By signing this contract here below from both parties, those two parties acknowledge that they are in agreement with all its content, terms, annexes, and conditions and further declare their intention to be bound thereby. The agreement contained in this contract shall become effective and enforceable between us as of the date mentioned herein.

**71. Notices.**

- 71.1 All formal notices to be given to either party by the other under the terms of the present contract must be served in writing by registered mail with acknowledgment of receipt. The correct addresses of each of the parties are as set out above or such other address as the party to be served shall have previously notified in writing.
- 71.2 Any such written notice addressed in the manner described shall be deemed to have been received by the other party upon the date received by the other party as evidenced by the recipient’s acknowledgment of receipt or on the date receipt is acknowledged in any other manner.

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		<b>Revision Date</b>	28/02/2022

71.3 All approvals, consents, instructions, etc., to be given under this agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail to the address for notice of the relevant party as set out below: [procurement@arcenciel.org](mailto:procurement@arcenciel.org)

**72. Severability**

If any provision of this General Terms and Conditions is held by any competent court or tribunal to be illegal, invalid, or unenforceable in whole or in part, the validity of the other provisions of this General Terms and Conditions and the remainder of the provision in question shall not in any way be affected or impaired thereby.

**73. Entire Agreement**

This General Terms and Conditions supersedes all prior representations, arrangements, and understandings between the parties, and except as expressly provided herein, is intended by the parties to be the complete and exclusive statement of the terms and conditions of this document. It is agreed that no change or amendment to this General Terms and Conditions be made except in writing and with due signature by the authorized signatories of the parties.

**74. Coordination Meetings**

The parties shall at such intervals as deemed appropriate convene meetings to review the progress of activities being carried out under this General Terms and Conditions and to plan future activities.

**75. Use of Name and Emblem**

Neither party shall use the name, emblem, or trademarks of the other party, its subsidiaries, and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the other party in each case. In no event will authorization of contractor and aec names or emblems, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by the contractor and of arcenciel's products or services the later over said comply as well on the engineer.

**76. Privileges and Immunities**


Nothing in or relating to this General Terms and Conditions shall be deemed a waiver, express, or implied, of any of the privileges and immunities of contractor or arcenciel, including its subsidiary organs.

**77. Health Environment and Safety Rules**

The parties will abide by all health, environment and safety rules as per agreement requirements

**78. The Corporate Authority**

The persons executing this General Terms and Conditions on behalf of each party, (nominated above) warrant that:

 arcenciel.org participer au développement	<b>LOGISTIC</b>  <b>General Terms and Conditions for Works Contract</b>	<b>Document #</b>	LOG – SOP002 – 012
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- a. such party is duly organized and existing,
- b. they are duly authorized to execute and deliver this General Terms and Conditions on behalf of said party,
- c. by so executing this General Terms and Conditions, such party is formally bound to the provisions of this General Terms and Conditions, and
- d. entering into this General Terms and Conditions does not violate any provision of any other agreement to which said the party is bound.

**79. Waiver**

- 79.1 Any waiver of any term or condition of this General Terms and Conditions must be in writing and signed by the affected party.
- 79.2 Waivers shall only be effective in the specific instance and for the purpose given.
- 79.3 Failure or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

**Affirmative Statement**

We hereby confirm that we have received, read, and understood arcenciel (Contracting Authority) General Terms and Conditions for Works Contracts.

We declare that we shall carry out our duties to comply with the abovementioned provisions and work for the implementation thereof. This, to the highest professional standards and in the best interests of Arcenciel. We acknowledge that this commitment is not linked to the possibility for future contract awards.

We are fully aware that any failure to sign and comply with these General Terms and Conditions for Works Contracts could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

We are also fully aware that unwillingness to cooperate with Arcenciel or breach of these General Terms and Conditions for Works Contracts will lead to termination of awarded contracts.

**IN WITNESS WHEREOF** the duly authorized representatives of the **Parties** have executed in duplicate this **General Terms and Conditions** the day and date first above written. Each Party will have an original copy of this **GTC** for their record and files

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

# Work Contract

Ref #: LOG-SOP002-A015 Rev.0, Rev Date 28/02/2022

**CONTRACT TITLE: Photovoltaic Solar System for Agro-Innovation Hub Damour**

Reference No.: **TND-LOG-2023-2126-LY-W**

arcenciel, Jisr El Bacha, John Kennedy Street

("The Contracting Authority"),

and

(The Contractor's official name)

("The Contractor")

have agreed as stipulated in the attached document:

**For the Contractor**

**Name:**

**Title:**

**Date:**

**Signature:**

**For the Contracting Authority**

**Name: Robin Richa**

**Title: General Manager**

**Date:**

**Signature:**

This Contract agreement shall be executed in two (2) originals, each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute one and the same instrument.

It shall be signed and stamped by the Contractor and returned to arcenciel in Lebanon, latest within 3 working days from date of receipt.

## 1. Works Agreement

- 1.1 The Contracting Authority would like the Contractor to carry out the following works: [Specify] as specified in the Technical Specifications/ Bill of Quantities (BoQ)
- 1.2 The Contracting Authority shall comply with the set prices in the BOQ document for the same works stated above. The total maximum price of the contract shall be [0,000.00] USD

## 2. Quality of works and materials

- 2.1 The works and the objects, appliances, equipment, or materials used in their construction must comply with the requirements and specifications specified in the Technical Specifications (BoQ).

## 3. Inspection and Testing

- 3.1 All materials and workmanship shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.
- 3.2 Neither the carrying out of any inspections nor any failure to undertake any such inspections will release the Contractor of any of its warranties or the performance of any obligations under the Contract.
- 3.3 All objects, appliances, equipment, or materials used in the construction should be inspected and tested on-site in accordance with Article 32 of the General Conditions and the practical arrangements for testing.

## 4. Payment

- 4.1 In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the Contract.
- 4.2 The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the maximum amount of:

Contract price: Click or tap here to enter text. only or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed the Special Terms and Conditions for The Works Contract No. Click or tap here to enter text. and the General Terms and Conditions for Works Contracts.

4.3 Payment will be made each [specify a frequency] based on the level of works completed validated from the PM from the Contracting Authority and on the receipt of complete documents in good order. Payment made by the Contracting Authority does not imply any acceptance of supplies or related services. 10% of the call of the submitted work value will be retained as performance security 3 months after work completion

4.4 Payments will be made in USD by bank transfer to the following account:

Account Number:	Click or tap here to enter text.
Name of Bank:	Click or tap here to enter text.
Address of Bank:	Click or tap here to enter text.
Account name:	Click or tap here to enter text.
Swift Code:	Click or tap here to enter text.

4.5 The Contracting Authority does not undertake to pay by letters of credit nevertheless, payment can be in advance only against advance guarantee.

4.6 The Contracting Authority shall subtract any pending contractual penalties from the respective amount due.

## 5 Contract penalties, rejection of supplies, liquidated damages, and termination of contract

5.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notified by the Engineer or the Contracting Authority. The rights and obligations of the parties with regard to this defect liability period are laid down in Article 47 of the General Terms and Conditions for Works Contracts.

5.2 In any case, if the Contractor, intentionally or by negligence, has caused a loss to the project budget, the Contracting Authority reserves the right to terminate the contract.

## 6 Contract conditions

### 6.1 Severability clause

If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



## 6.2 Right of access

The Contracting Authority and the financial donors of the project under which this procurement is implemented or any person authorized by these entities, reserve the right to access the records and financial documentation of all implementing partners and (sub)-contractors in order to verify reported costs and conformity with donor procedures and requirements.

## 6.3 Governing law and jurisdiction

All disputes will be resolved between the partners whenever possible, and both Contractor and the Contracting Authority agree that this is the primary course of action if a dispute arises, as the partners are bound to sit together and amicably find a possible solution to the issue(s).

Should this fail, and the Dispute cannot be resolved amicably between the Parties within a period of (20) twenty days of the date of its commencement, the matter will be referred for arbitration as per local laws and regulations. Each party will nominate an arbitrator and if the two failed to nominate a third one then either one of them can submit an application in front of the first instance commercial court in Beirut to do so, noting that the arbitration (UPON LEBANESE PROCEDURE LAW) is agreed to be an absolute arbitration.

## 7 Order of precedence of contract documents

The following documents shall constitute the Contract between the Contracting Authority and the Contractor, and each shall be read and construed as an integral part of the Contract:

- Instructions and Conditions for Invitation to Tender for The Works Contract No. (Annex 01)
- Technical and financial specifications BOQ (Annex 02)
- Code of Conduct (Annex 03)
- Statement of Integrity (Annex 04)
- Commitment letter (Annex 05)
- Financial Identification Form (Annex 06)
- General terms and conditions for works contracts (Annex 07)
- Picture files for units (Annex 09)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

## 8 Language

The terms of this agreement shall be construed in accordance with the standard meaning of the language as used in American English and shall not be construed for or against either party by reason of the authorship of this agreement or any other rule of construction which might otherwise apply.

## 9 Commencement Date and Period of Implementation

The Contract shall commence on [dd month yyyy] and enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Works Contracts. The period of implementation is expected to be [Click or tap here to enter text.](#)

## 10 Termination of the contract

- 10.1 arcenciel may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:
  - a. If the Contractor fails to deliver any or all of the works within the time period(s) specified in section (2) of the contract.
  - b. If the Contractor fails to perform any other obligation(s) under the Contract.
- 10.2 arcenciel may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to arcenciel.
- 10.3 Contractor may terminate the Contract with immediate effect by giving written notice to the Contracting Authority if the latter fails to pay any amount due under the Contract on the due date for payment.

## 11 Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If any events or circumstances prevent the Contractor from carrying out its obligations under the Contract for a continuous period of more than 14 days, arcenciel may terminate the Contract immediately by giving written notice to the Contractor.

## 12 Contract Amendments

Amendments to the present contract must be made in writing in the form of a document signed by duly authorized representatives of both parties. There are no non-written side agreements to this contract.

## 13 Notices

All notices and other communications required or permitted between the Parties by this Contract shall be in writing and either sent by E-mail, courier or facsimile to the address or number of the Parties as set forth below. No communication shall be effective until received and such shall be deemed to have been received:

- By courier when so delivered as evidenced by acknowledged receipt; or
- By email upon sending, subject to confirmation of uninterrupted transmission on transmission report.

**If to the Contractor\Contractor:**

[Name of the company]  
[Address]  
[Mobile]  
[E-mail]

**If to the Contracting Authority:**

[Contact Person]  
[Address]  
[Mobile]  
[E-mail]

Either party may change its nominated address to another address by giving at least fifteen (15) days' prior written notice to the other party, such notification to be delivered in accordance with one of the methods set out in article 10.