

Technical Specifications



Technical Specifications for the component LBN002-20-21-02 Rehabilitation of 24 housing units & 1 Common Area affected by Beirut's explosion

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1 GENERAL REQUIREMENTS

1.1 Insurances

Before starting Work on site the contractor shall submit to the contracting authority policies & receipts for insurance which are required to be taken by the contractor

- a. TPL -Third-Party Liability Insurance
- b. CAR- Contractors All Risks insurance
- c. Workman Compensation Insurance

1.2 Safety Requirements

Referring to ISO45001:2018 related to OH&S (occupation health and safety) which is internationally used for construction site safety. The contractors should include the following material for the safety and protection equipment

- a. Personal Protection Equipment
Safety Boots, Safety Helmets, Reflective Vests, Goggles, safety Masks, Safety Belts, ...
- b. Fire Protection
Fire Extinguisher, Proper Electrical Connections for Electric Tools
- c. Health Safety
Sanitizers, First Aid Kits,
- d. Site Safety
Awareness measures like Signs, Warning Tape, ...

1.3 Submittals

Contractor shall submit the following

- a. Material Submittals: The Contractor shall prepare and Submit to the contracting authority samples for all materials that should be used for approval
- b. Shop Drawings: The contractor shall prepare and submit to the contracting authority Detailed drawings when required
- c. Progress Reports: The contractor shall submit to contracting authority each week a progress report showing actual progress identifying activities and works commenced and those completed during the previous week
- d. Construction program: The contractor shall prepare a Construction Program showing the order & the method in which he proposes to execute the works & the dates upon which the various elements of the works will be started & completed
- e. Photographs & Construction Progress: The contractor shall submit to the contracting authority each week a set of photos showing the status of works

1.4 Cleaning and Protection

- a. Cleaning: The contractor Shall conduct cleaning during the progress and at the completion of the works. Should he fail to do cleaning the contracting Authority may do so and the cost thereof shall be charged to the contractor.
- b. Protection: The Contractor shall protect all existing and completed Works from damage until the completion of the Works. Should he allow any item to be damaged he shall at his expense make good or replace as required to the approval of the house Beneficiary

1.5 Demolition

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The Contractor shall Remove existing Tiles from Kitchen and Bathrooms within special Bags taking into Consideration all Protection requirement

The Removed Debris and Materials should be transported and Dumped in dedicated safe places

2 METAL WORKS

2.1 Roof Covering

The contractor should Supply & Install a Roofing Cover composed,

a. Steel Structure composed from Rectangular Hollow Steel Bars sections 40x80 mm Distributed to suit the same width as the sandwich panels treated with anti-corrosion zinc-rich primer

Welding on site should be smooth flush and treated with the same zinc-rich primer
The whole will receive 2 coat of Acrylic Latex paint

b. Sandwich Panel composed from a foam core 50 mm thick with double pre painted corrugated sheet 0.5mm bonded from each side provided with Ribs attachments which with a Steel piece of EPDM to ensure the water tightness fixed with special screws with cover to avoid water Leakage

c. Bended Hot Dip Galvanized steel 3mm thick to form the Gutter to collect Rain Water connected to an existing Drain Pipe

d. Bended Hot Deep Galvanized steel 3mm Flashing to ensure the tightness with the adjacent Wall

e. Single Layer Aluminum corrugated sheet 0.8mm fixed with special screws with cover to avoid leakage

2.2 Steel Repair

The Contractor should Remove and replace damaged pieces

Welding on site should be smooth flush and treated with the same zinc-rich primer

The whole will receive after Preparation And Zinc Rich primar 2 coat of Acrylic Latex paint

3 WOOD WORKS

3.1 Kitchen and Bathroom Cabinets

The Contractor Should Supply & Install Cabinets for Kitchen or Bathroom Composed,

a. Moisture resistant Melamine Boards 18 mm Thick assembled as per site measurements and after receiving the approval of the house beneficiary

b. PVC Edge banding to be used to seal the exposed and raw edges Machine applied with hot melt glue polyurethane base thickness can vary from 0.45mm for unexposed edges and 1mm for leaves and exposed edges

c. Lower Cabinets in kitchen should be installed on adjustable PVC legs covered with a PVC skirting

d. Hardware used for Cupboards as follow

Stainless Steel Hinges

Stainless Steel Telescopic runners for drawers

Stainless Steel Knobs

e. All other Accessories used should be anti-corrosion

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4 WATERPROOFING

4.1 Polyurethane Waterproofing

The Contractor Shall Supply & Apply a cold Fluid applied single component polyurethane waterproofing including 1 layer of primer and one or more coats of waterproofing to obtain a seamless membrane not less than 1.5 mm

5 DOORS and WINDOWS

5.1 Hard Wood Doors

The Contractor Shall Supply and Install Hard Wood Door (Mahogany, Oak, Walnut, Kotrani, or other as per site Requirements) Composed

- a. Hard Wood Frame Grooved to accommodate the door panel, Size as per site situation fixed to the Jambs and Lintels with Steel Anchors Gaps should be filled with Foam
- b. Massive Wood Door Shall be solid wood Thickness as per site requirements
- c. Hard wood Architrave to be fixed from both side of the door Frame to cover the gap between Frames & walls
- d. Paint Acrylic Resin to be applied including Primer and 2 finishing Coats, or polyurethane varnish paint to reveal the wood texture
- e. Hardware as follow
Stainless Steel Hinges or similar to existing
Stainless Steel Sashlock with Cylinder or same as existing
Knobs or Handles Similar to other existing Doors
Flush Bolt in case of Double doors

5.2 Hollow Core Doors

The Contractor Shall Supply and Install Hollow Core Wood Door (Pine Wood Grade A) or other as per site Requirements Composed

- a. Soft Wood Frame Grooved to accommodate the door panel, Size as per site situation fixed to the Jambs and Lintels with Steel Anchors
- b. Door Construction comprising soft wood battens with minimum 5mm thick MDF facing on both sides and soft wood lipping all around
- c. Soft wood Architrave to be fixed from both side of the door Frame to cover the gap between Frames & walls
- d. Paint Acrylic Resin to be applied including Primer and 2 finishing Coats
- e. Hardware as follow
Stainless Steel Hinges or similar to existing
Stainless Steel Sashlock with Cylinder or same as existing
Knobs or Handles Similar to other existing Doors
Flush Bolt in case of Double doors

5.3 External Wood Windows

The Contractor Shall Supply and Install External Wood Doors and Windows (Pine Wood Grade A) or other as per site Requirements Composed

- a. Soft Wood Frame Grooved to Accommodate the internal wooden Leaves with Glass & external shutter leaves
- b. Internal Soft Wood Leaves with Grooves and reservation for 4mm clear Glass
- c. External Soft Wood Shutter Leaves
- d. Soft wood Architraves from both sides as per existing site situation

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- e. Paint Acrylic Resin including Primer and 2 finishing coats
- f. Hardware as follows
 - Hinges vintage models as per existing on site
 - Handles & Locks vintage models as existing

5.4 Aluminum Doors and Windows

The Contractor Shall Supply and Install Aluminum Doors & Windows obtained from approved Manufacturer (SIDEM 2000) composed

- a. Extruded Aluminum Profiles Factory assembled in line with site dimensions including frames, sub frames, Mullions, transoms, sills, doors, EPDM Strips, Joints Cover, channels, Mastic pointing, ...

Aluminum shall be anodized Finish

- b. Double Glazing 6-9-6 mm 6 mm clear Glass for internal Pan, 9 mm spacer, 6mm tinted Glass for outer Pan
- c. Hardware Butts, Locks, internal & external Handles, flush bolts, concealed latches, All compatible with the aluminum profile

5.5 PVC Folding Doors

The Contractor Shall Supply and Install PVC Folding Doors including Rigid PVC Jambs screwed to wall Jambs & Lintel, including incorporate key lock and Latch mechanism operated from both sides

5.6 Metal Doors and Windows

The Contractor Shall Supply , Install or Repair Steel Doors and Windows as follows

- a. Frame composed from Steel Corner Bars to accommodate the door panel, Size as per site situation fixed to the Jambs and Lintels with Steel Anchors
- b. Door Construction comprising Hollow Tubular steel frame and transoms with 3mm steel Sheets facing from both sides reservations should be taken for Hardware and Glass openings
- c. All Steel will be treated with anti-corrosion zinc-rich primer
- d. Welding on in factory should be smooth flush and treated with the same zinc-rich primer
- e. The whole will receive 2 coat of Acrylic Latex paint
- f. Hardware as follow
 - Steel Hinges or similar to existing
 - Steel Sashlock with Cylinder or same as existing
 - Knobs or Handles Similar to other existing Doors
 - Flush Bolt in case of Double doors

6 FINISHING WORKS

6.1 Plaster Works

The Contractor Shall Supply and Apply a ready mixed cement plaster including Galvanized Metal Lath, Metal Meshes, Plaster stop, corner beads,

The contractor should apply plaster in one key coat & additional finishing coats not exceeding 10 mm thickness for each coat each key coat should be cross scratched and let dry before applying the second coat

The final Coat should be finished with a wood float.

6.2 Tiling Works

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The Contractor Shall Supply & Install Ceramic Tiles selected within the prime rate fixed and approved by the beneficiary of the house, Installation will be as follows

a. Floor Installation

Tiles shall be fixed by bedding on mortar (mix of Portland cement & sand) laid on filling smooth gravel materials

Tiles spacer should be used

The Tiles shall be grouted on completion with non-shrink grout of a color to match the tiles ensuring that all joints are completely filled

b. Wall Tiling

Tiles should be set on Tiles adhesive spread on wall, spacer should be used

The Tiles shall be grouted on completion with non-shrink grout of a color to match the tiles ensuring that all joints are completely filled

c. Granite Kitchen Top

The Contractor shall Supply & Install A Granite Top 2 cm Thick Cut to size as per site Dimension With Backsplash 10 cm high with polished edge

The Top should be set in place with Anti Acid Silicone

6.3 Gypsum Works

The Contractor Shall Supply & Install Gypsum Board False ceiling composed from

a. Moisture resistant Gypsum board 13 mm thick

b. Galvanized suspension system including Channels, Rods, Omegas,

The Contractor Shall Supply & Install Gypsum Board Wall Composed from

a. Moisture resistant Gypsum board 13 mm from both side of the wall

b. Galvanized metallic structure including Studs & Channels

6.4 Paint Works

The Contractor shall supply & Apply paint on internal and external walls

a. Internal Walls

After Wall Preparation the contractor will apply an Acrylic wall putty where required, one layer of latex primer undercoat, 2 layers of emulsion Vinyl paint

b. External Walls

After Wall Preparation The Contractor should apply 1 primer coat and 2 coats of Acrylic Latex paint

7 MECHANICAL WORKS

7.1 Plumbing Works

The Contractor Shall remove old existing pipes and install new polypropylene pipes for Water Supply & new PVC pipes for Drainage connected to the existing building risers as per the following specifications

a. Polypropylene pipes and fittings different sizes (1/2"-3/4"-1") to be DIN 8077/78 PN 20 for Pipes and to DIN 16962, PN25 for Fittings. Joints to be made by electric fusion Welding. A pressure test should be conducted prior Tiling

b. Aluminum Reinforced polypropylene Pipes and fittings should be used for heating water

c. Non Pressure extruded UPVC pipes different sizes (2"-3"- 4") fittings, Elbows, Tees, Reducers, Cleanouts, to be DIN 19534 suitable for solvent weld joints

The Contractor shall install all Sanitary Fixtures

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- a. Lavatories with Chrome plate P-Trap, Single Lever Mixer with Drain assembly , 2 chrome plated angle Valves connected to mixer with Stainless Steel flex tubes
- b. Water closets with cover plastic seat, wall mounted flushing tank , Chrome plated angle Valve connected to the water tank with stainless steel flex tubes
- c. Shower Tray with concealed single lever shower mixer, Wall spout, Hand shower and bar
- d. Kitchen Sink with single lever mixer, potable water faucet, 3 chrome plated angle valves with long tubes

The contractor Should Supply and Install Polyethylene water Tank

- a. Polyethylene water Tank (size and dimension to suit the existing space) fabricated from UV resistant polyethylene multilayer supplied with the necessary pipe coupling connections

The Contractor should Supply & Install Electrical Water Heaters including proper electrical connections

- a. 3 mm thick Galvanized Cylindrical Electrical Water Heater comprising inner Tank (If Required) outer Jacket, Immersion Type electrical Heating Element, Electrical control box Thermostat, pressure and temperature relief valve water connections

Project code:	LBN002-20	
Project Name:	Emergency repair of shelters of the vulnerable population in affected area in Beirut	
Tender Code :	PLBN002-20-21-02	
Tender Name:	Rehabilitation of 24 housing units & 1 Common Area	Hilfe zur Selbsthilfe 

1- يرجى ملء أسعار الوحدة الخاصة بك في العمود المحدد واستخدام هذا النموذج فقط لملء الخلايا الفارغة ، ولا تردد في إضافة مستند داعم إضافي إلى عرضك المالي إذا لزم الأمر.
2- يرجى التأكد من الإشارة إلى الإجمالي لكل جزء من المناقصة ، والتحقق من المجاميع الفرعية والمبالغ بعناية.
3- يجب أن يكون العرض واضحا بما يكفي للسماح للمقيمين بإجراء مقارنة سهلة بين المواصفات المطلوبة والمواصفات المعروضة.
4- ننصح بطباعة عدة نسخ من هذا المستند تلافيا لأي أخطاء قبل وضع اللمسات الأخيرة على عرضكم.

- 1- Please fill your unit prices in the specified column and use this form only to fill the blank cells , and feel free to add extra supporting document to your financial offer if needed.
- 2- please make sure you indicate the total for each part of the tender, and check subtotals and sums carefully.
- 3- The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.
- 4- We advise you make several copies of this document for any possible mistakes before finalizing your offer

Quantitative and Technical Specifications

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Amount	
						Rate	US\$
GENERAL REQUIREMENTS							
1	Refer TS General requirements 1.1 and instructions of the contracting authority	TPL, CAR & Labors insurance		1	U		
2	Refer TS General requirements 1.2 and instructions of the contracting authority	Safety requirements PPE - Fire- Health...		1	U		
	Refer TS General requirements 1.3 and instructions of the contracting authority	Submittals		1	U		
3	Refer TS General requirements 1.4 and instructions of the contracting authority	Cleaning & Protection		1	U		
TOTAL GENERAL REQUIREMENTS						US\$	0.00

UNIT 1

WOOD WORKS							
1.1	Refer to TS Wood Works 3.1 and instructions of the contracting authority	Cupboard 1 Repair existing closet including the replacement of 3 drawers dimension 700x200x600mm & 2 leaves dimension 1000x2200mm		1	U		
1.2		Cupboard 2 Repair existing closet including the replacement of 4 leaves dimension 3200x2200mm & upper leaves		1	U		
WOOD DOORS & WINDOWS							
1.3	Refer to TS Doors & Windows 5.2 and instructions of the contracting authority	D1 Toilet door overall dimension 950x2200mm		1	No		
1.4		D2 Kitchen Door overall dimension 950x2200mm		1	No		
1.5		D3 Bedroom 1 door overall dimension 950x2200mm		1	No		
1.6		D4 Bedroom 2 door overall dimension 950x2200mm		1	No		
1.7		D5 Corridor door overall dimension 950x2200mm		1	No		
PAINT WORKS							

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit	Amount
						Rate	US\$
1.8	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	Painting House walls & ceilings		400	M2		
TOTAL UNIT 1						US\$	0.00
UNIT 2							
WOOD DOORS & WINDOWS							
2.1	Refer to TS Doors and Windows 5.1 and instructions of the contracting authority	D1 Main Entrance Door overall dimension 1700x2200mm to keep the existing frame, replace the 2 doors in Mahoghany hard wood same shape as existing , replace the door sashlock & Cylinder, flush bolt, keep the same hinges & handles Painting as described		1	No		
2.2	Refer to TS Doors & Windows 5.2 and instructions of the contracting authority	D2 Kitchen door overall dimension 800x2200mm		1	No		
2.3		D3 Bedroom 1 Door overall dimension 950x2200mm		1	No		
2.4		D4 Bedroom2 door overall dimension 950x2200mm		1	No		
2.5		D5 Bedroom 3 door overall dimension 950x2200mm		1	No		
2.6		D6 Bedroom 4 door overall dimension 950x2200mm		1	No		
2.7	Refer to TS Doors & Windows 5.3 and instructions of the contracting authority	W1 kitchen opening to replace the shutters leaves & to adjust & repair frame & internal part overall dimension 850x2200mm		1	No		
2.8		W2 Bedroom 1 to replace shutter leaves & internal glass leaves including the frame overall dimension 1350x1250mm		1	No		
2.9		W3 Bedroom 2 to replace Shutter leaves & internal glass leaves including the frame overall dimension 1350x1250mm		1	M2		
2.10		W4 Bedroom 3 to replace the internal part including Glass overall dimension 700x400 mm		1	M2		
2.11	Refer to TS Doors & Windows 5.2 and 5.3 and instructions of the contracting authority	Repair & Adjust internal & external doors & Windows including the replacement of any damaged hardware		22	Unit		
TOTAL UNIT 2						US\$	0.00
UNIT 3							
WOOD WORKS							
3.1	Refer to TS Wood Works 3.1 and instructions of the contracting authority	Supply & Install laminated wooden washbasin cabinet including 4 leaves, 2 drawers & shelves & all necessary reservation for sanitary equipment overall dimension 2000x800x600 mm		1	U		
3.2		Supply & Install laminated cabinet above washbasin including 4 cupboards with Leaves mirrors should be installed over leaves overall dimension 2000x600x350mm		1	U		
WOOD DOORS & WINDOWS							

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit Rate	Amount US\$
3.3	Refer to TS Doors & Windows 5.2 and instructions of the contracting authority	D1 Room 1 overall dimension 810x2100mm		1	No		
3.4		D2 Attic Door overall dimension 810x1000mm		1	No		
3.5		D3 Room 2 door overall dimension 810x2100mm		1	No		
TILING WORKS							
3.6	Refer to TS Finishing Works 6.2 and instructions of the contracting authority	Supply Ceramic tiles in Bathroom floor & walls (prime cost 12\$)		50	M2		
3.7		Install Ceramic tiles in bathroom floor & walls		46	No		
MECHANICAL WORKS							
3.8	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Supply the below					
		built in Washbasin by contractor		1	U		
		Shower tray 80x140 cm by contractor		1	U		
		Wc including accessories by AEC		1	U		
		Mixer for washbasin by contractor		1	U		
		Mixer for shower by contractor		1	U		
		Electrical Heater as described		1	U		
3.9	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Water Tank 1000L as described		1	U		
		Install all sanitary Fixtures described above including Pipes, Fitting, Electrical Heater, Water Tank & Accessories		1	U		
TOTAL UNIT 3							0.00
UNIT 4							
WOOD DOORS & WINDOWS							
4.1	Refer to TS Doors and Windows 5.1 and instructions of the contracting authority	D1 Main Entrance Door overall dimension 900x2000mm to Replace the existing frame & door in Frake hard wood same shape as existing , replace the door sashlock & Cylinder, similar hinges & handles Painting as described		1	U		
4.2	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	Bedroom window to replace the internal wood leaf & Glass including painting		1	U		
4.3		Check , repair all other doors including the replacement of any damaged part & Hardware		5	U		
PVC DOORS							
4.4	Refer to TS Doors and Windows 5.5 and instructions of the contracting authority	Toilet Door PVC Accordeon overall dimension 750x2000 mm to be supplied & installed		1	U		
TILING WORKS							
4.5	Refer to TS Finishing Works 6.2 and instructions of the contracting authority	Supply Ceramic tiles in Bathroom floor & walls (prime cost 12\$)		30	M2		
4.6		Install Ceramic tiles in bathroom floor & walls		28	No		
PAINT WORKS							
4.7	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	Painting House walls & ceilings		300	M2		
MECHANICAL WORKS							
4.8	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Supply the below					
		Wash Basin by AEC		1	U		
		Shower tray 80x140 cm by contractor		1	U		
		Wc including accessories by AEC		1	U		
		Mixer for washbasin by contractor		1	U		
		Mixer for shower by contractor		1	U		
4.9	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Electrical 3mm Galvanised steel Hot Water Tank 100 L including Rock wool insulation by the contractor		1	U		
		Install all sanitary Fixtures as described above including Pipes, Fitting, Electrical Heater & Accessories		1	U		
4.10	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Repair broken pipe at Kitchen		1	U		
TOTAL UNIT 4							US\$ 0.00

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit Rate	Amount US\$
UNIT 5							
PVC DOORS							
5.1	Refer to TS Doors and Windows 5.5 and instructions of the contracting authority	Toilet Door PVC Accordeon overall dimension 850x1850 mm to be supplied & installed		1	U		
STEEL WORKS							
5.2	Refer to TS Metal Works 2.1 a b c d and instructions of the contracting authority	Install Roof covering sandwich panels as described		40	M2		
PAINT WORKS							
5.3	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	Painting House walls & ceilings		250	M2		
TOTAL UNIT 5						US\$	0.00
UNIT 6							
PVC DOORS							
6.1	Refer to TS Doors and Windows 5.5 and instructions of the contracting authority	Toilet Door PVC Accordeon overall dimension 900x2000 mm to be supplied & installed		1	U		
6.2		Kitchen Door PVC Accordeon overall dimension 900x2000 mm to be supplied & installed		1	U		
6.3		Corridor Door PVC Accordeon overall dimension 900x2000 mm to be supplied & installed		1	U		
GYPSUM BOARDS							
6.4	Refer to TS Finishing Works 6.3 and instructions of the contracting authority	Bathroom False ceiling overall dimension 1100x1000mm		1	M2		
6.5		Wall at Mezzanine overall dimension 5000x1400mm		7	M2		
WOOD WORKS							
6.6	Refer to TS Wood Works 3.1 and instructions of the contracting authority	lower part Cupboard overall dimension 1450x800mm x600mm depth composed from 3 cupboards with leaves & 1 drawers a mid shelf in each part		1	U		
6.7		higher part Cupboard overall dimension 1450x600mm x400mm depth composed from 3 cupboards with leaves with a mid shelf in each		1	U		
PAINT WORKS							
6.8	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	Painting House walls & ceilings		200	M2		
MECHANICAL WORKS							
6.9	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Supply the below					
		St St Sink supplied by Aec		1	U		
		Mixer for sink supplied by Aec		1	U		
6.10		Install new sink & Mixer as described above including all required accessories		1	U		
TOTAL UNIT 6						US\$	0.00
UNIT 7							
DEMOLITION WORKS							
7.1	Refer to TS General Requirements 1.5 and instructions of the contracting authority	Remove & cartaway Ceramic tiles removed from bathroom & kitchen including old equipments & Pipes		1	U		
WOOD WORKS							
7.2	Refer to TS Wood Works 3.1 and instructions of the contracting authority	lower part Cupboard overall dimension 2000x800mm x600mm depth composed from 4 cupboards with leaves & 2 drawers a mid shelf in each part		1	U		

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit Rate	Amount US\$
		higher part Cupboard overall dimension 2000x 600mm x400mm depth composed from 4 cupboards with leaves with a mid shelf in each		1	U		
WOOD DOORS & WINDOWS							
7.3	Refer to TS Doors and Windows 5.1 and instructions of the	Main Entrance Door overall dimension 1050x2200mm		1	U		
7.4	Refer to TS Doors and Windows 5.2 and instructions of the contracting authority	D1 Kitchen overall dimension 900x2200mm		1	U		
7.5		D2 Bathroom Door overall dimension 800x2200mm		1	U		
7.6		D3 Living Room door overall dimension 900x2200mm		1	U		
7.7		D4 Bed Room door overall dimension 900x2200mm		1	U		
STEEL WORKS							
7.8	Refer to TS Doors and Windows 5.6 and instructions of the contracting authority	Supply & Install new steel doors same as existing including painting, hardware, 6mm rough Glass& all necessary accessories overall dimension 900x2200 mm		1	U		
7.9	Refer to TS Metal Works 2.1 a b c d and instructions of the	Supply & Install a sandwich panel 5 cm thhick roof cover as described		16	M2		
TILING WORKS							
7.10	Refer to TS Finishing Works 6.2 and instructions of the contracting authority	Supply Ceramic tiles for floor & Walls for bathroom (prime cost 10 \$)		20	M2		
7.11		Supply ceramic tiles for kitchen walls (prime cost 10\$)		10	M2		
7.12		Install Ceramic tiles in bathroom & Kitchen		25	M2		
PAINT WORKS							
7.13	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	House walls & ceilings		300	M2		
MECHANICAL WORKS							
7.14	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Supply Washbasin by Aec		1	U		
		Wc including accessories by Aec		1	U		
		Mixer for washbasin by contractor		1	U		
		Mixer for shower by contractor		1	U		
		Electrical 3mm Galvanised steel Hot Water Tank 100 L including Rock wool insulation by the contractor		1	U		
		Install all sanitary Fixtures , Pipes, Fitting & Accessories as described		1	U		
		Supply					
7.15	7.16	St St Sink supplied by Aec		1	U		
Mixer for sink supplied by Aec			1	U			
Install all sanitary Fixtures , Pipes, Fitting & Accessories as described			1	U			
7.17							
TOTAL UNIT 7						US\$	0.00
UNIT 8							
WOOD WORKS							
8.1	Refer to TS Wood Works 3.1 and instructions of the contracting authority	lower part Cupboard overall dimension 5000x 800mm x600mm depth composed from 10 cupboards leaves & 4 drawers a mid shelf in each part		1	U		
		higher part Cupboard overall dimension 5000x 600mm x400mm depth composed from 10 cupboards with leaves with a mid shelf in each		1	U		
8.2		Adjust existing kitchen door handle		1	U		
TILING WORKS							

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit Rate	Amount US\$
8.3	Refer to TS Finishing Works 6.1 c and instructions of the contracting authority	Supply & install a granite top including built in sink 2cm thick including the installation of the mixer provided by AEC of all necessary connection to main drain		5	Lm		
PLASTER WORKS							
8.4	Refer to TS Finishing Works 6.1 c and instructions of the contracting authority	Remove craked plaster part in living area & Apply a new cement plaster		16	M2		
PAINT WORKS							
8.5	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	Painting House walls & ceilings		350	M2		
TOTAL UNIT 8						US\$	0.00
UNIT 9							
WOOD WORKS							
9.1	Refer to TS Wood Works 3.1 and instructions of the contracting authority	lower part Cupboard overall dimension 2000x 800mm x600mm depth composed from 4 leaves & 2 drawers a mid shelf in each part		1	U		
		higher part Cupboard overall dimension 2000x 600mm x400mm depth composed from 4 cupboards with leaves with a mid shelf in each		1	U		
WOOD DOORS & WINDOWS							
9.2	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	Kitchen opening 1 to replace broken glass dimension 400x600mm & to repair the internal part		1	U		
9.3		Bedroom 1 to be replaced completely overall dimension 900x2200mm		1	U		
9.4		Bedroom 2 to be replaced completly overall dimension 1000x1200mm		1	U		
9.5		Living Room to replace the shutters overall dimension 1100x1100 mm		1	U		
9.6		Internal door of the bathroom to be repaired		1	U		
PAINT WORKS							
9.7	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	House walls & ceilings internal		350	M2		
9.8		For Balcony wall & ceiling external		25	M2		
STEEL WORKS							
9.9	Refer to TS Metal Works 2.1 a-c-d-e and instructions of the contracting authority	Supply & Install corrugated sheets over steel structure & Balcony		8	M2		
MECHANICAL WORKS							
9.10	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Supply & Install A Polyethylene water Tank 500 L including all existing connections		1	U		
9.11		Repair Leakage behind kitchen Cupboards		1	U		
TOTAL UNIT 9						US\$	0.00
UNIT 10							
WOOD DOORS & WINDOWS							
10.1	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	to be replaced Bathroom window without shutter including fly screen overall dimension 650x400mm		1	U		
10.2	Refer to TS Doors and Windows 5.2 and instructions of the contracting authority	D2 Attic Door overall dimension 1000x1800 mm		1	U		
STEEL WORKS							
10.3	Refer to Doors and Windows 5.6 and instructions of the contracting authority	Supply & Install new steel window same as existing including painting, hardware, 6mm rough Glass& all necessary accessories overall dimension 1200x1200 mm		1	U		

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit	Amount
						Rate	US\$
10.4	Refer to Metallic Works 2.2 and instructions of the contracting authority	Repair & Adjust & paint the steel wall & Window		10	M2		
10.5		Repair, Adjust & paint the steel balustrade of the balcony		25	Lm		
PLASTER WORKS							
10.6	Refer to TS Finishing Works 6.1 and instructions of the contracting authority	Remove all cracks & Damaged plaster from ceiling, Wall & Parapet at Balcony & Apply a ready mix cement plaster		50	M2		
GYPSUM BOARDS							
10.7	Refer to TS Finishing Works 6.3 and instructions of the contracting authority	False ceiling in living room		10	M2		
WATERPROOFING							
10.8	Refer to TS Waterproofing 4.1 and instructions of the contracting authority	Supply & Apply a PU waterproofing above existing TOT ceiling including preparation, flashing, & Other material requested in order to avoid any future water leakage		10	M2		
PAINT WORKS							
10.9	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	House walls & ceilings		300	M2		
MECHANICAL WORKS							
####	Refer to TS Mechanical Works 7.1 and instructions of the contracting authority	Supply & Install a new mixer for shower tray & mixer for wash basin supplied by contractor		2	U		
####		Supply & Install Bars in Bathroom around shower, WC & Washbasin for elder persons supplied by AEC		3	U		
TOTAL UNIT 10						US\$	0.00
UNIT 11							
WOOD DOORS & WINDOWS							
A	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	Bedroom 1 to replace internal & external shutters overall dimension 1600x2200 mm		1	U		
B		Bedroom 2 to replace internal & external shutters overall dimension 1600x2200 mm		1	U		
TILING WORKS							
A	Refer to TS Finishing Works 6.2c and instructions of the contracting authority	Remove existing kitchen cabinet Top & replace it with a Granite top 2 cm thick including built in sink in addition to the installation of a new mixer provided by Aec & the needed connections to the main drain		2	Lm		
PAINT WORKS							
A	Refer to TS Finishing Works 6.4 and instructions of the contracting authority	Painting House walls & ceilings		100	M2		
TOTAL UNIT 11						US\$	0.00
UNIT 12							
ALUMINUM WORKS							
12.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	Opening at Living overall dimension 1600x2200mm		1	U		
WOOD DOORS & WINDOWS							
12.2	Refer to TS Doors and Windows 5.2 and instructions of the contracting authority	Replace hardware for bedroom opening		1	U		
STEEL WORKS							

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit Rate	Amount US\$
12.3	Refer to TS Metal Works 2.1 and instructions of the contracting authority	Supply & Install a sandwich panel 5 cm thhick roof cover as described		10	M2		
TOTAL UNIT 12						US\$	0.00
UNIT 13							
ALUMINUM WORKS							
13.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3300x2200mm		1	U		
13.2		W2 Bedroom overall dimension 1700x1450mm		1	U		
13.3		W3 Bedroom overall dimension 1700x1450mm		1	U		
13.4		W4 Bathroom overall dimension 450x600 mm		1	U		
13.5		W5 Living Room overall dimension 3500x2500mm		1	U		
13.6		W6 Living Room overall dimension 200x2200mm		2	U		
13.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
13.8		W8 Bedroom overall dimension 2800x1600mm		1	U		
13.9		W9 Kitchen overall dimension 900x1200mm		1	U		
####		W10 Bathroom overall dimension 1200x1000 mm		1	U		
TOTAL UNIT 13						US\$	0.00
UNIT 14							
ALUMINUM WORKS							
14.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3100x1500mm		1	U		
14.2		W2 Living Room overall dimension 400x2200mm		2	U		
14.3		W3 Living Room overall dimension 3300x2200mm		1	U		
14.4		W4 Living Room overall dimension 3300x2400 mm		1	U		
14.5		W5 Living Room overall dimension 3500x2500mm		1	U		
14.6		W6 Kitchen overall dimension 800x1200mm		1	U		
14.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
14.8		W8 Bedroom overall dimension 200x2200mm		2	U		
14.9		W9 Bedroom overall dimension 3400x2500mm		1	U		
####		W10 Bedroom overall dimension 2900x1700mm		1	U		
####		W11 Bathroom overall dimension 800x1200 mm		1	U		
####		W12 Bathroom overall dimension 500x600 mm		1	U		
TOTAL UNIT 14						US\$	0.00
UNIT 15							
ALUMINUM WORKS							
15.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3100x1500mm		1	U		
15.2		W2 Living Room overall dimension 400x2200mm		2	U		
15.3		W3 Living Room overall dimension 3300x2200mm		1	U		
15.4		W4 Living Room overall dimension 3300x2400 mm		1	U		
15.5		W5 Living Room overall dimension 3500x2500mm		1	U		
15.6		W6 Kitchen overall dimension 800x1200mm		1	U		
15.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
15.8		W8 Bedroom overall dimension 200x2200mm		2	U		
15.9		W9 Bedroom overall dimension 3400x2500mm		1	U		
####		W10 Bedroom overall dimension 2900x1700mm		1	U		
####		W11 Bathroom overall dimension 800x1200 mm		1	U		
####		W12 Bathroom overall dimension 500x600 mm		1	U		
TOTAL UNIT 15						US\$	0.00
UNIT 16							
ALUMINUM WORKS							
16.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3100x1500mm		1	U		
16.2		W2 Living Room overall dimension 400x2200mm		2	U		
16.3		W3 Living Room overall dimension 3300x2200mm		1	U		
16.4		W4 Living Room overall dimension 3300x2400 mm		1	U		
16.5		W5 Mezzanine overall dimension 1100x900mm		1	U		
16.6		W6 Kitchen overall dimension 800x1200mm		1	U		
16.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
16.8		W8 Bedroom overall dimension 200x2200mm		2	U		

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit Rate	Amount US\$
16.9		W9 Bedroom overall dimension 3400x2500mm		1	U		
####		W10 Bedroom overall dimension 2900x1700mm		1	U		
####		W11 Bathroom overall dimension 800x1200 mm		1	U		
####		W12 Bathroom overall dimension 500x600 mm		1	U		
TOTAL UNIT 16						US\$	0.00
UNIT 17							
ALUMINUM WORKS							
17.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3100x1500mm		1	U		
17.2		W2 Living Room overall dimension 400x2200mm		2	U		
17.3		W3 Living Room overall dimension 3300x2200mm		1	U		
17.4		W4 Living Room overall dimension 3300x2400 mm		1	U		
17.5		W5 Mezzanine overall dimension 1100x900mm		1	U		
17.6		W6 Kitchen overall dimension 800x1200mm		1	U		
17.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
17.8		W8 Bedroom overall dimension 200x2200mm		2	U		
17.9		W9 Bedroom overall dimension 3400x2500mm		1	U		
####		W10 Bedroom overall dimension 2900x1700mm		1	U		
####		W11 Bathroom overall dimension 800x1200 mm		1	U		
####		W12 Bathroom overall dimension 500x600 mm		1	U		
TOTAL UNIT 17						US\$	0.00
UNIT 18							
ALUMINUM WORKS							
18.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3300x2200mm		1	U		
18.2		W2 Bedroom overall dimension 1700x1450mm		1	U		
18.3		W3 Bedroom overall dimension 1700x1450mm		1	U		
18.4		W4 Bathroom overall dimension 450x600 mm		1	U		
18.5		W5 Living Room overall dimension 3500x2500mm		1	U		
18.6		W6 Living Room overall dimension 300x2200mm		2	U		
18.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
18.8		W8 Bedroom overall dimension 3000x1600mm		1	U		
18.9		W9 Kitchen overall dimension 900x1200mm		1	U		
####		W10 Bathroom overall dimension 1200x1000 mm		1	U		
TOTAL UNIT 18						US\$	0.00
UNIT 19							
ALUMINUM WORKS							
19.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3100x1500mm		1	U		
19.2		W2 Living Room overall dimension 400x2200mm		2	U		
19.3		W3 Living Room overall dimension 3300x2200mm		1	U		
19.4		W4 Living Room overall dimension 3300x2400 mm		1	U		
19.5		W5 Mezzanine overall dimension 1100x900mm		1	U		
19.6		W6 Kitchen overall dimension 800x1200mm		1	U		
19.7		W7 Bedroom overall dimension 3300x1600mm		1	U		
19.8		W8 Bedroom overall dimension 200x2200mm		2	U		
19.9		W9 Bedroom overall dimension 3400x2500mm		1	U		
####		W10 Bedroom overall dimension 2900x1700mm		1	U		
####		W11 Bathroom overall dimension 800x1200 mm		1	U		
####		W12 Bathroom overall dimension 500x600 mm		1	U		
TOTAL UNIT 19						US\$	0.00
UNIT 20							
ALUMINUM WORKS							
20.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 3500x4000mm		1	U		
20.2		W2 Living Room overall dimension 2500x1300mm		2	U		
20.3		W3 Living Room overall dimension 2500x1600mm		1	U		
20.4		W5 Mezzanine overall dimension 1200x800mm		1	U		
20.5		W6 Kitchen overall dimension 800x1200mm		1	U		
20.6		W7 Bedroom overall dimension 3300x1300mm		1	U		
20.7		W8 Bedroom overall dimension 3300x1600mm		1	U		

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit	Amount
						Rate	US\$
20.8		W11 Bathroom overall dimension 500x450 mm		2	U		
TOTAL UNIT 20						US\$	0.00
UNIT 21							
WOOD DOORS & WINDOWS							
21.1	Refer to TS Doors and Windows 5.1 and instructions of the contracting authority	Main Entrance Door paint to be replaced & painted including replacing of Glass & Hardware & painting overall dimension 900x2600 mm		1	No		
21.2		Main Entrance Door paint to be replaced & painted including replacing of Glass & Hardware & painting overall dimension 1200x2600 mm		4	No		
21.8	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	W1 opening to replace the shutter leaves & to adjust & repair frame & internal part overall dimension 900x2000mm		4	No		
21.9		W2 Opening 2 to replace shutters & internal glass leaves including the frame overall dimension 1100x2000mm		4	No		
####		Opening above windows overall dimension 1200x700 mm without shutters including Glass		6	No		
####		Opening above Doors overall dimension 800x800 mm without shutters including Glass		3	No		
####		W3 Opening 3 to replace shutters & internal glass leaves including the frame overall dimension 1000x1000mm		1	No		
####		W4 Opening 4 to replace shutters & internal glass leaves including the frame overall dimension 1200x1200mm		1	No		
####		W5 Opening 5 to replace shutters & internal glass leaves including the frame overall dimension 1200x700mm		2	No		
STEEL WORKS							
####	Refer to TS Doors and Windows 5.6 and instructions of the contracting authority	Supply & Install A steel door same as existing in the backyard including 6 mm clear Glass & Painting overall dimension 1000x2000mm		1	No		
####		Supply & Install A steel opening above door same as existing in the backyard including 6 mm clear Glass & Painting overall dimension 1000x500mm		1	No		
TOTAL UNIT 21						US\$	0.00
UNIT 22							
WOOD DOORS & WINDOWS							
22.1	Refer to TS Doors and Windows 5.1 and instructions of the contracting authority	Main Entrance Door, Frame & Architrave in Cedar Hard wood (KOTRANI) to be replaced & painted as specified including replacing 4mm clear Glass with the installation of the existing steel decorative protection -Hardware to use the existing or similar overall dimension 1300x3000 mm		1	No		
22.6	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	W1 Opening 1 to replace shutters & internal glass leaves including the frame overall dimension 1200x2000mm		5	No		
22.7		W2 Opening 2 overall dimension 1200x700 mm without shutters including Glass		1	No		
22.8		W3 Opening overall dimension 1300x1300 mm without shutters including Glass		2	No		

	WORKS SPECIFICATION	DESCRIPTION	OTHER DETAILS	Qty	Unit	Unit	Amount
						Rate	US\$
22.9		opening above main entrance overall dimension 1500x1500 mm		1	No		
TOTAL UNIT 22						US\$	0.00
UNIT 23							
WOOD DOORS & WINDOWS							
23.1	Refer to TS Doors and Windows 5.1 and instructions of the contracting authority	Main Entrance Door, Frame & Architrave in Cedar Hard wood (KOTRANI) to be replaced & painted as specified including replacing 4mm clear Glass with the installation of the existing steel decorative protection -Hardware to use the existing or similar overall dimension 1300x3000 mm		1	No		
23.7	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	W2 Opening 2 to replace shutters & internal glass leaves including the frame overall dimension 1100x2000mm		2	No		
23.8		Opening above windows overall dimension 1200x700 mm without shutters including Glass		1	No		
TOTAL UNIT 23						US\$	0.00
UNIT 24							
WOOD DOORS & WINDOWS							
24.1	Refer to TS Doors and Windows 5.1 and instructions of the contracting authority	Main Entrance Door, Frame & Architrave in Cedar Hard wood (KOTRANI) to be replaced & painted as specified including replacing 4mm clear Glass with the installation of the existing steel decorative protection -Hardware to use the existing or similar overall dimension 1300x2500 mm		1	No		
24.4	Refer to TS Doors and Windows 5.3 and instructions of the contracting authority	W1 Opening 1 to replace shutters & internal glass leaves including the frame overall dimension 1200x2200mm		3	No		
24.5		W2 Opening 2 to replace shutters & internal glass leaves including the frame overall dimension 1300x2600mm		1	No		
24.6		Opening above windows overall dimension 1800x1000 mm without shutters including Glass		1	No		
TOTAL UNIT 24						US\$	0.00
25 COMMON AREA CA01							
ALUMINUM WORKS							
25.1	Refer to TS Doors and Windows 5.4 and instructions of the contracting authority	W1 Living Room overall dimension 800x1200mm		7	U		
25.2		W2 at janitor Room overall dimension 900x2000mm		1	U		
25.3		Parapet At roof Top 700mm height		15	Lm		
TOTAL CA01							0.00

General Terms And Conditions For Works Contracts

GENERAL

1 Definitions

In these general terms and conditions the terms:

- a) "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;
- b) "Works" are what the Contract requires the Contractor to construct, install and turn over to the Contracting Authority, as described in the Technical Specifications;
- c) "Temporary Works" include items to be constructed by the Contractor which are not intended to be permanent and form part of the Works;
- d) "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;
- e) "beneficiary country" is the country where the Works are to be constructed;
- f) "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;
- g) "bill of quantities" is the document in which the costs of the Works are indicated, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them;
- h) "Contract Price" is the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for the remedying of any defects therein in accordance with the Contract;
- i) "Site" is the land and other places on, under, in or through which the Works are to be constructed;
- j) the Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked.

2 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.

3 General Duties and Powers of the Engineer

3.1. 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.

3.2. 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 in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Contracting Authority's representative during construction as set forth in the

Contract shall not be modified or extended without the written consent of the Contracting Authority, the Contractor and the Engineer.

3.3. 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 in accordance with the Contract. On the basis of his on-Site observations as an Engineer, he shall keep the Contracting Authority informed of the progress of the Works.

3.4. 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.

3.5. The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Contracting Authority and the Engineer.

3.6. Except where expressly stated in the Contract, the Engineer shall not have authority to relieve the Contractor of any of his obligations.

3.7. 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.

3.8. 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.

3.9. 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 in order 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. The Contractor may not rely on the fact that such supervision and inspection have been effected in order to evade his responsibility in the event of the Works being rejected by the Engineer.

3.10. 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 by reason of his supervision and inspection, except to those authorities that need to know it.

4 Assignment and Sub-Contracting

4.1. 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 of any of the Contractor's rights, claims or obligations under the Contract.

4.2. The Contractor shall not subcontract without the prior written authorisation 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 Contract or of the subcontractor to perform any part of the Works shall not relieve the Contractor of any of his obligations under the Contract.

5 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. 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 purposes of 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.

6 Access to Site

6.1. 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 programme of implementation referred to in these General Terms and Conditions.

6.2. 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.

6.3. The Contractor shall keep any premises placed at his disposal in good condition while he is in occupation.

6.4. 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.

7 Contractor's General Obligations

7.1. 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 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.

7.2. 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.

8 Programme of Implementation

8.1. Within the time specified in the Contract, the Contractor shall submit a programme of implementation of the Contract for the approval of the Engineer. The programme 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.

The approval of the programme by the Engineer shall not relieve the Contractor of any of his obligations under the Contract.

8.2. No material alteration to the programme of implementation shall be made without the approval of the Engineer. If, however, the progress of the Works does not conform to the programme, the Engineer may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

9 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 labour. He shall comply with all the relevant labour laws applying to his employees, shall duly pay them and afford them all their legal rights. The Contractor shall comply with article 58, Child Labour and Forced Labour.

10 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.

11 Contractor's Drawings

11.1. 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;
- b) such drawings as the Engineer may reasonably require for the implementation of the Contract.

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.

11.2. 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.

11.3. These detailed drawings, documents and items may not be reproduced or used for another purpose by the Contracting Authority, nor communicated to third parties, except with the Contractor's and on payment of fair compensation.

12 Safety on Site and Non-Disturbance

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

13 Setting-Out

13.1. 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, levelling, dimensioning and alignment of all parts of the Works;
- c) the provision of all necessary instruments, accessories and labour 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.

13.2. If, at any time during the execution of the Works, any error appears in the positioning, levelling, 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.

13.3. The checking of any setting-out or of any alignment or levelling by 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.

14 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.

15 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.

16 Responsibility 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 56, 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 49.

17 Insurance

17.1. 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 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.

17.2. 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 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.

17.3. 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).

17.4. 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 utilises 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.

18 Compliance with Laws and Respect of Traditions

18.1. The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, 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.

18.2. 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.

19 Discretion and Confidentiality

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.

20 Conflict of Interest

The 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 which could arise during 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.

21 Corrupt Practices

21.1. The Contractor 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 favour or disfavour to any person in relation to the Contract or any other Contract with the Contracting Authority.

21.2. 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 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.

21.3. 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.

22 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.

23 Guarantees

23.1. If specified in the Contract, and as 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.

23.2. 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 an approved performance security or prepayment guarantee, if so agreed and under the conditions specified in the Contract.

COMMENCEMENT OF IMPLEMENTATION AND DELAYS

24 Commencement Date

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

25 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 26.

26 Extension of the Period of Implementation

26.1. 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 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 fulfil 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 56.

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

27 Delays in Implementation

If the Contractor fails to complete the Works by the deadline(s) specified in the Contract and in his programme of implementation approved by the Engineer in accordance with article 8, 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.

28 Modifications

28.1. 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 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.

28.2. 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.

28.3. 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 28.2 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.

28.4. 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.

29 Exceptional Risks

29.1. 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.

29.2. 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.

29.3. 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:

- 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.

29.4. 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.

29.5. 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.

30 Suspension

30.1. 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.

30.2. 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.

30.3. 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 29.

30.4. 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.

30.5. 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.

31 Inspection and Testing

31.1. 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, labour 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.

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

31.3. 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.

31.4. 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.

31.5. 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.

32 Ownership of Plant and Materials

32.1. 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, labour, equipment, temporary Works, plant or materials to or from the Site.

32.2. 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.

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

32.4. Upon termination of the Contract, the equipment, Temporary Works, plant and materials on the Site shall be disposed of in accordance with article 55.4.

CONTRACT PRICE AND PAYMENTS

33 Sufficiency of Proposed Prices

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

33.2. 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.

33.3. 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.

34 Price Revision

Unless otherwise stipulated in the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

35 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.

36 Currency of Payments

Payments shall be made in the currency(ies) specified in the Contract. Where 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 a conversion into Euro, the rate published on the Infor-Euro on the first working day of the month in which the payment is made;
- b) for a 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.

37 Conditions of Payment

37.1. 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 presentation of payment requests if any.

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

37.3. 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 40, or of the issue of the final statement of account by the Engineer in accordance with article 41.

38 Prepayment

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

38.2. The Contractor shall use the prepayment only to pay for equipment, plant, materials, and mobilization expenses required specifically for 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

38.3. 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.

39 Measurement

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

39.1. 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.

39.2. 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 40, 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 28 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 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.

40 Interim Payments

40.1. At the end of each period specified in the Contract, the Contractor shall submit an application for 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 38.

40.2. 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.

40.3. The 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.

41 Final Statement of Account

41.1. Not later than 45 days after the issue of the Certificate of Final Completion in accordance with article 51, 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.

41.2. 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.

41.3. 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 acknowledgement of the full and final value of the work performed under the Contract and shall promptly submit a signed copy to the Engineer.

41.4. 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 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.

42 Repayment by Contractor

42.1. 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 43.

42.2. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor.

43 Delayed Payments

43.1. If the Contracting Authority fails to make payments within the periods specified in article 37.3, the Contractor may, within two months of late payment, claim late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;
- 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,

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).

43.2. Any default in payment of more than 90 days from the expiry of the period laid down in Article 37.3 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.

COMPLETION OF WORKS

44 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 31 at the expense of the Contractor. The Contractor shall notify the Engineer of the date on which such verification and tests may commence.

45 Certificate of Substantial Completion

45.1. 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. 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 Contract or 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.

46 Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in article 45 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.

47 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.

48 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.

49 Cost of Execution of Work or 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 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.

50 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.

51 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 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

52 Breach of Contract

52.1. 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.

52.2. 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 labour;
- 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.

52.3. In addition to the above-mentioned measures, the Contracting Authority may claim the application of article 27 and the award of liquidated damages, as well as the award of general damages.

52.4. In the event of the Works being executed by directly employed labour or by a Contract with a third party replacing the Contractor, provisions of article 55.5 shall apply.

52.5. 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.

53 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;
- 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;
- c) the Contractor refuses or neglects to carry out administrative orders given by the Engineer;
- d) the Contractor takes some action without requesting or obtaining the authorisation of the Contracting Authority or the Engineer, when such prior authorisation is required under the Contract;
- e) the Contractor's declarations and warranties in respect of his eligibility (article 59) and/or in respect of article 57 and article 58, 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 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.

54 Termination by the Contractor

The Contractor may, after giving 14 days' notice to the Contracting Authority, terminate the Contract in any of the following cases:

- a) in the circumstances specified in article 43.2; 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.

55 Rights and Obligations upon Termination

55.1. Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the Contract.

55.2. The Engineer shall, upon the issue of the notice of termination of the Contract, instruct the Contractor to take immediate steps 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.

55.3. The Engineer shall, as soon as possible after termination, take the following actions:

- 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 taken of temporary structures, materials, plant and equipment. The Contractor shall be summoned to the inspection and the taking of the inventory.

55.4. 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.

55.5. The Contracting Authority may upon termination of the Contract, complete the Works itself by using directly-employed labour or conclude another contract with a third party replacing the Contractor. Additional expenditure resulting from the use of directly employed labour 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 53 (a) to (h).

55.6. If the Contracting Authority terminates the Contract under article 53 (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.

55.7. In case of termination under article 52(i) and 53, 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.

56 Force Majeure

56.1. 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.

56.2. 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.

56.3. 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.

56.4. If the Contractor incurs additional costs in complying with the Engineer's directions or using alternative means under Article 56.3, the amount thereof shall be certified by the Engineer.

56.5. 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.

57 Child Labour and Forced Labour

The Contractor (and each member of a joint venture or consortium) 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 labour as described in the Forced labour Convention and in the Abolition of Forced Labour Convention 105 of the International Labour 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.

58 Mines

The Contractor (and each member of a joint venture or consortium) 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. 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.

59 Ineligibility

By signing the Contract, the Contractor (or, if a joint venture or consortium, 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 judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation 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.

60 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.

61 Settlement of Disputes

61.1. 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.

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

- a) either a ruling from a national court
- b) or an arbitration ruling in accordance with the Contract.

62 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 other beneficiary, any right and any obligation the Contracting Authority has against the Contractor under the Contract.

63 Liability

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) contractors.

Affirmative Statement

We hereby confirm that we have received, read, and understood Help 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 Help. 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 Help or breach of these General Terms and Conditions for Works Contracts will lead to termination of awarded contracts.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

Instructions and Conditions for Invitation to Tender (Works Contracts)

Implementing the project Rehabilitation of 24 units and 1 common area in Beirut, Lebanon, with funding from Help – Hilfe zur Selbsthilfe e.V. invites all interested and qualified suppliers to submit Bids for the works of Repair and restoration of 24 housing units and 1 common area in Beirut having elderly and people with disability Arcenciel, Lebanon will receive and consider Bids in response to this official Invitation to Bid subject to the instructions and conditions hereunder

1. Works to be provided

1.1 The subject of the contract is the Repair and restoration of 24 housing units and 1 common area in Beirut having elderly and people with disability by the Contractor in 1 lot at: Mar Mekhayel, Rmeil and Gemmayze implemented in 34 days

1.2 The works must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2. Time Table

	DATE	TIME*
Deadline for requesting clarifications from the Contracting Authority	April 14,2021	11:00 am
Last date on which clarifications are issued by the Contracting Authority	April 15,2021	2:00 pm
Deadline for submission of tenders	April 20,2021	3:00 pm
Tender opening session	April 21,2021	11:00 am
Notification of award to the successful tenderer	April 23,2021	01:00 pm
Signature of the contract	April 26,2021	12:00 pm

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

3. Type of Contract

Lump-sum

4. Currency

Tenders must be presented in USD

5. Lots

This tender procedure is not divided into lots

6. Period of Validity

6.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

6.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

6.3 The successful tenderer will be bound by its tender for a further period of 90 days. The further period is added to the validity period of the tender irrespective of the date of notification.

7. Language of Tenders

7.1 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

8.1 The Contracting Authority must receive the tenders before the deadline specified in 8.3. 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. At Miss Daniele Safi from 9am to 3pm

Tenders must comply with the following conditions:

8.2 All tenders must be submitted in one original, marked 'original'

8.3 All tenders must be received at Arcenciel, Jisr El Bacha, John Kennedy Street before the deadline: April 20, 2021 at 3pm, by registered letter with acknowledgement of hand-delivered against receipt signed by Daniele Safi or its representative.

8.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure PLBN002-20-21-02
- c) the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
- d) the name of the tenderer.

The main sealed envelope must contain 3 separate envelopes:

- 1- First Envelopes inclosing the Administrative and Identification documents as required
- 2- Second Envelopes inclosing the Technical Specifications and documents as required
- 3- Third Envelopes inclosing the Financial offer

9. Content of Tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in 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:

First Envelope: Administrative and Identification Documents:

All required documents for the administrative compliance

1. Annex 10 Work Draft Contract: this document is in PDF format. Please sign and stamp the document.
2. Annex 5 Code of Conduct for contractors: this document is in PDF format. Please fill your information at the end of the document, sign and stamp.

3. Annex 8 Declaration for Tenderers Candidates and Suppliers: this document is in PDF format. Please fill your information at the end of the document, sign and stamp.
4. Annex 3 General Terms and Conditions for Works Contract: this document is in PDF format. Please fill your information at the end of the document, sign and stamp.
5. Annex 7 Proposal submission form: this document in PDF format. Please fill the document with the required information, sign and stamp it.
6. Annex 9 Commitment Letter: this document in PDF format. Please fill the document with the required information, sign and stamp it.
7. Annex 11 Financial Identification Form in PDF format. Please fill your information, sign and stamp.
8. None Criminal certificate
9. The personal identity of the contractor
10. Company' official registration certificate obtained from the relevant national government authority;
11. Company' official registration certificate obtained from the local or international Chamber of Commerce and/or Chamber of Industry;
12. Tax certificate (stating that company is officially registered with the relevant taxation authorities);
13. Duly authorised 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 authorised to do so.
14. Financial Guaranties: 10 % check deposit from the contract value

Tenderers are requested to follow this order of presentation.

Second Envelope: Technical offer:

- 1- The Technical Specification form, Annex 1, in PDF format, please sign and stamp it
- 2- Contractor Portfolio with a narrative describing the scope of works, duration, cost for at least 3 similar projects previously implemented
- 3- Schedule of works showing the time frame and the forecast of the works implementation
- 4- Organigram showing the team involved in the construction procedures
- 5- Equipment list and capacity

The technical offer should be presented as per template (Annex 1, Contractor's technical offer) adding separate sheets for details if necessary.

Third Envelope: Financial offer:

- 1- The Financial Offer, Annex 2, in PDF format. Please fill the document with the required information, sign and stamp it

This financial offer should be presented as per template (Annex 2, Budget breakdown), adding separate sheets for details if necessary.

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 up to 6 days before the deadline for submission of tenders, specifying the **tender reference No. PLBN002-20-21-02 and the contract title: Rehabilitation of 24 housing units and 1 common area in Beirut, Lebanon**

Miss. Daniele Safi
Jisr El Bacha, John Kennedy street e-mail:
daniele.safi@arcenciel.org

The Contracting Authority has no obligation to provide clarifications after this date.

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. Clarification meeting / site visit

11.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

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 referred to in Article 8.3. 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 8. 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 referred to in Article 8.3 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.

14. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

15. Joint venture or consortium

15.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

15.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 7 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

16. Opening of Tenders

16.1 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.

16.2 The tenders will be opened on April 20, 2021 at 11:00 am at Arcenciel, Jisr El Bacha by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

16.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.

16.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

16.5 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.

16.6 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 late delivery of tenders. Late tenders will be rejected and will not be evaluated.

17. Evaluation of tenders

17.1 Examination of the administrative conformity 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.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

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.

17.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

17.3 Tender clarification

In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of

tenders. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

17.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

17.5 Award criteria

The compliant tender that offers the best price-quality ratio will be chosen.

18. Signature of the contract and performance guarantee

18.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 59 of the General Terms and Conditions.

18.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified.

18.3 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 15 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.

18.4 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.

18.5 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 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.

18.6 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 and the contract will enter into force.

18.7 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 cancelled 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.

18.8 The performance guarantee referred to in the General Conditions is set at 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 90 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

19. Tender guarantee

The tender guarantee referred to in Article 9 above is set at 10% from the tender value. It must remain valid for 90 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

20. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled 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 programme or project announced.

21. Award of Contracts

This Invitation to Tender does not commit Arcenciel to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for works, services or goods. Any Bid submitted will be regarded as an offer made by the Tenderer and not as an acceptance by the Tenderer of an offer made by Arcenciel. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of Arcenciel and the successful Tenderer.

Arcenciel may award contracts for part quantities or individual items. Arcenciel will notify successful Tenderers of its decision with respect to their Bids as soon as possible after the Bids are opened. Arcenciel reserves the right to cancel any Invitation to Tender, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future Invitations to Tender.

22. Confidentiality

This Invitation to Tender or any part hereof, and all copies hereof shall be returned to Arcenciel upon request. It is understood that this Invitation to Tender is confidential and proprietary to Arcenciel, contains privileged information, part of which may be copyrighted, and is communicated to and received by Tenderers on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of Arcenciel, except that Tenderers may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining Bids from them. Notwithstanding the other provisions of the Invitation to Tender Tenderers will be bound by the contents of this paragraph whether or not their company submits an Offer or responds in any other way to this Invitation to Tender.

23. Collusive Bidding and anti-competitive Conduct

Tenderers and their employees, officers, advisers, agent or subcontractors shall not engage in any collusive bidding or other anticompetitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations, in respect of this Invitation to Tender or procurement process, or any other procurement process being conducted by Arcenciel in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anticompetitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Tenderer, person or entity, of information (in any form), whether or not such information is commercial information confidential to Arcenciel, any other Tenderer, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

24. Improper Assistance

Bids that, in the sole opinion of Arcenciel, have been compiled:

- With the assistance of current or former employees of Arcenciel, or current or former contractors of Arcenciel in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal Arcenciel information not made available to the public or to the other Tenderers,
- In breach of an obligation of confidentiality to Arcenciel, or
- Contrary to these terms and conditions for submission of an Offer, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Tenderer shall not, in the absence of prior written approval from Arcenciel, permit a person to contribute to, or participate in, any process relating to the preparation of an Offer or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this Invitation to Tender was an official, agent, servant, or employee of, or otherwise engaged by, Arcenciel and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this Invitation to Tender relates.

25. Corrupt Practices

All Tenderers and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

All Tenderers' attention is drawn to the Arcenciel Code of Conduct which will be an integral part of any contract award between the Help and the Tenderer.

26. Conflict of Interest

A Tenderer shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of Arcenciel and the Tenderer's interests during the procurement process.

If during any stage of the procurement process or performance of any Arcenciel contract a conflict of interest arises, or appears likely to arise, the Tenderer shall notify Arcenciel immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Tenderer conflict with the interests of Arcenciel, or cases in which any Arcenciel official, employee or person under contract with Arcenciel may have, or appear to have, an interest of any kind in the Tenderer's business or any kind of economic ties with the Tenderer. The Tenderer shall take steps as Arcenciel may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of Arcenciel.

27. Withdrawal/Modification of Offers

Requests to withdraw an Offer shall not be honoured. 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 a 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.

28. Later Offers

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

29. General Terms and Conditions for Supply Contracts

All Tenderers shall acknowledge that the Arcenciel General Terms and Conditions for Supply Contracts or Service Contracts, or Works Contracts, as applicable, are accepted.

30. Queries about this Tender

For queries on this Invitation to Tender, please contact Arcenciel, Procurement Contact on Daniele.safi@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.

31. Appeals or Complaints

Appeals or Complaints regarding the procurement procedure at hand shall be filed in writing to the Country Director Mr. Nadim Abdo under the following mail-address: nadim.abdo@arcenciel.org. Files complaints or appeals shall be investigated and addressed within 15 working days.

Code of Conduct for Contractors: Ethical Principles and Standards

Preamble

The Help Code of Conduct is based on the corporate values and principles of action of “Help – Hilfe zur Selbsthilfe e.V.” as stipulated in the statutes of the association.

This Code of Conduct for Contractors and its related principles and standards are based on recommendations from the UN Global Compact principles¹ and ECHO’s Humanitarian Aid guidelines for Procurement 2011².

Help as a humanitarian actor and as a buying organisation in that role, influences the flow and allocation of economic resources and consequently has a direct or indirect impact on poverty, rights, social and environmental conditions. Therefore, Help has a responsibility to promote fair and ethical procurement. Practicing ethical procurement means looking beyond economic parameters and efficiency. The life cycle of the resources we procure and the related social consequences, risks and implications for people, society and the environment, shall be considered in the procurement process.

By this Code of Conduct for Contractors, Help seeks to apply ethics to our procurement. The objective of this code is to ensure that the contractors we work with act socially and environmentally responsible.

General Conditions

This Code of Conduct for Contractors defines ethical principles and standards for our contractors. All of Help’s contract Parties are expected to comply with this code and make the principles of this code known to any subcontractor used by the contract party and ensure that subcontractors adhere to these standards accordingly.

The provision of the ethical standards constitutes minimum rather than maximum standards. National laws shall be complied with, and where the provisions of law and Help standards address the same subject, the highest standard shall apply.

All contract parties are requested to sign this Code of Conduct and thereby confirm that they uphold its standards and work actively towards its implementation as far as applicable to their status and areas of activity.

Respect for Human, Social and Labour Rights

Help’s contractors must at all times protect and promote human, social and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

Respect for Human Rights

The contract party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in UN Universal Declaration of Human Rights and the European Convention on Human Rights. The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors are

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

² http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

responsible to uphold and promote the Human Rights towards employees and the community in which they operate.

Non exploitation of Child Labour

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any practice of exploitation of child labour³ or other practice inconsistent with the rights as set out in the UN Convention on the Rights of the Child. The contract party is required to take all necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in any work that is likely to compromise their health, safety, mental and social development or that is hazardous to interfering with their education.

Employment is freely chosen

The contract party represents and warrants that neither it nor any of its subcontractors make use of any form of forced or bonded labour and that they respect workers freedom to leave their employer.

Freedom of association and the right to collective bargaining

The contract party represents and warrants that it and all of its subcontractors recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions.

Living wages are paid

The contract party represents and warrants that it and all of its subcontractors meet national minimum wage standards where they exist or ILO wage standards as a minimum. It is expected that the contract party and all of its subcontractors pay living wages. A living wage is contextual, but it should always ensure a basic living standard that is considered as decent in the respective context which means that it must meet basic needs such as food, shelter, clothing, health care and schooling as a minimum.

No discrimination in employment

The contract party represents and warrants that neither it nor any of its subcontractors practice any form of discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, language, sexual orientation, political affiliation, age, disability, marital status, health status, or other distinguishing characteristics.

No harsh or inhumane treatment of employees

The contract party represents and warrants that it and all of its subcontractors are protecting employees and workers from any acts of physical, verbal, sexual or psychological harassment, abuse or threats or other forms of intimidation in the workplace by either their fellow workers or their managers.

Working conditions are safe, healthy and hygienic

The contract party represents and warrants that it and all of its subcontractors take adequate steps to provide a safe, healthy and hygienic working environment. Additionally workers health and safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

Working hours are not excessive

The contract party represents and warrants that it and all of its subcontractors ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

Regular employment is provided

The contract party represents and warrants that it and all of its subcontractors ensure that all work performed is on the basis of a recognised employment relationship established through international conventions and national law. The contract party and all of its subcontractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

³ The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5>

Anti-Corruption

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined as the misuse of entrusted power for illegitimate private (individual or group) gain, including but not limited to money laundering, bribery, facilitation payments, embezzlement, extortion, favouritism and forms of fraud.

The contract party accepts and acknowledges the Help Anti-Fraud and Anti-Corruption Policy and Regulations which will form inherent component of all contracts concluded with Help.

Conflict of Interest

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any activity which conflicts with its obligation towards the contracting authority, i.e. Help, and/or the Donor Institution that funds the project under which a contract between the contracting authority and the contract party is concluded.

The contract party represents and warrants that it and all of its subcontractors will disclose to Help any situation that may appear as a conflict of interest, and disclose to Help if any Help representative, staff or professional under contract with Help may have an interest of any kind in the contract party's or any of its subcontractors' business or any kind of economic ties with the contract party or its subcontractors.

Gifts and Hospitality

The contract party represents and warrants that neither it nor any of its subcontractors will offer any benefit such as free goods or services, employment or sales opportunity to a Help representative, staff or professional under contract with Help in order to facilitate its or its subcontractors' business with Help.

Sexual Exploitation and Sexual Abuse

The contract party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning 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. Similarly, the term 'sexual abuse' means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Illegal Activity and Terrorism

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activity.

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organisations associated with terrorism.

Mines and Weapons

The contract party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in any development, manufacturing, stockpiling or trade of anti-personnel mines and/or cluster munition, or components thereof, and of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

Transport and Cargo

If a provider of transport and cargo, the contract party represents and warrants that neither it nor any of its subcontractors are engaged in transport activities which initiate, sustain, and/or exacerbate conflict or other illegal activities. If a contract party is arranging transport, it should ensure that the transport provider has ethical standards in place and is not engaged in transport of illicit or illegal goods.

Additionally, whenever air transport is required Help will give preference to providers who are not on the EU Safety Ban List⁴.

Protection of the Environment

The contract party represents and warrants that neither it nor any of its subcontractors are violating any national or international environmental legislation and/or agreements.

The contract party represents and warrants that it and all of its sub contractors act in an environmentally responsible manner and addresses issues related to proper waste management, insuring recycling, conservation of scarce resources, and efficient energy use.

Transparency and Accountability

The contract party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of Help in order for Help to examine any alleged breach of this Code of Conduct.

Affirmative statement

We hereby confirm that we have received, read, and understood Help's Code of Conduct for Contractors.

We declare that we shall carry out our duties to comply with the abovementioned ethical principles and standards and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards. We declare that we are committed to apply the ethical principles and minimum standards throughout our commercial and procurement activities. We have in place, or are working towards having in place, procedures to ensure that ethical principles and standards are upheld by our staff and our contractors.

We are fully aware that any failure to sign and comply with this Code of Conduct for Contractors 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 Help or serious violations of the Code of Conduct for Contractors will lead to termination of awarded contracts.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

⁴ http://ec.europa.eu/transport/air-ban/list_en.htm

Key International Conventions and Reference Documents

(All web links as accessed on 22 June 2016)

UN Universal Declaration of Human Rights, 1948;
<http://www.un.org/en/universal-declaration-human-rights/>

European Convention on Human Rights, 1950 including all protocols to the convention
http://www.echr.coe.int/Documents/Convention_ENG.pdf

ILO Declaration on Fundamental Principles and Rights at Work and its follow-up, 1998; (Annex revised 2010)
<http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>

UN Convention on the Rights of the Child, 1990;
http://www.unicef.org.uk/Documents/Publication-pdfs/UNCRC_PRESS200910web.pdf

The Rio Declaration on Environment and Development, 1992;
http://www.unesco.org/education/nfsunesco/pdf/RIO_E.PDF

Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction, adopted 1997, entry into force 1999;
http://www.apminebanconvention.org/fileadmin/APMBC/text_status/Ottawa_Convention_English.pdf

Convention on Cluster Munitions, adopted 2008, entry into force 2010;
<http://www.clusterconvention.org/files/2011/01/Convention-ENG.pdf>

The Ten Principles of the UN Global Compact
<https://www.unglobalcompact.org/what-is-gc/mission/principles>

Guidelines for the award of Procurement Contracts within the framework of Humanitarian Aid Actions financed by the European Union
http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

Proposal Submission Form (Works Contract)

CANDIDATE OR COMPANY INFORMATION	
Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

GENERAL COMPANY INFORMATION	
Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.	
Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	

REFERENCES				
Name and country of customer	Type of contract	Value	Contact name	Phone/fax and email

Include details of the experience and past performance on contracts of a similar nature within the past two years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate's assignments and periods of engagement. Additional documents can be attached to the above form.

LIST OF STAFF TO BE EMPLOYED FOR THE CONTRACT					
Position	Name	Age	Qualification/Academic Degree (incl. Issuing Entity [University/...])	Total Years of work experience	Years of work experience in asked position

Validity

The proposal is valid for a period of 90 days after the closing date in accordance with Article 6 in the Instructions and Conditions.

After having read your Request for Proposal No. PLBN002-20-21-02 for Rehabilitation of 24 housing units and 1 common areas dated 09-04-2021 and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Works Contracts and the draft Works Contract including all annexes.
- Certify and attest compliance with eligibility criteria of article 59 of the General Terms and Conditions for Works Contracts.
- Certify and attest compliance with the Help Code of Conduct for Contractors in Annex 5.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Date, signature and stamp:

Signed by:

The Candidate: _____

Company Name: _____

Address _____

Telephone No. _____

Email: _____

Name of Contact Person _____

Declaration for Candidates, Tenderers or Suppliers

Confidentiality

The Candidate/Tenderer agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agrees that it shall be used only for the purposes of this procedure.

Eligibility

I / We hereby declare that *[full name of the Candidate, Tenderer or Supplier]*]

- (a) is (a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract **(Rehabilitation of 24 housing units and 1 common area in Beirut, PLBN002-20-21-02)** with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which it might belong or through any subsidiary or related company;
- (b) is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not the subject of proceedings concerning those matters. Neither is it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (c) has never been convicted of any offence concerning its professional conduct by a judgment which has the force of res judicata;
- (d) has never been proven guilty of any grave professional misconduct;
- (e) has never failed to fulfil its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the applicable legal provisions of the country in which the Tenderer/Candidate/Supplier is established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (f) has never been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, including coercive or collusive activities, detrimental to the Contracting Authority or the European Union's financial interests;
- (g) is not currently subject to an administrative penalty
- (h) is not currently subject to any administrative penalty imposed by an EU funded donor, by a UN Agency or by any other of the Contracting Authority's donors or partners for
 - (i) being found guilty of misrepresentation in supplying the information required as a condition of participation in a procurement procedure or failing to supply this information; or
 - (ii) being declared in serious breach of contract for failure to comply with the contractual obligations.

Data Protection

I / We hereby declare that we agree to the Contracting Authority processing personal data in the context of the procurement process and any contractual agreements that might result out of it. According to article 15 GDPR (General Data Protection Regulation), you have the right to request disclosure of all personal data, that the Contracting Authority processes and stores at any time. According to article 17 GDPR you have the right to request the revision or deletion of personal data. Any such requests or the revocation of this declaration need to be addressed to the Contracting Authority in writing.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:



arcenciel.org
participer au développement

Hilfe zur Selbsthilfe



Date:

To: **Messieurs Arcenciel**

From:

Subject: **Acknowledge of specification commitment**

Project: **PLBN002-20-21-02**

Rehabilitation of 24 housing units and 1 common area in Beirut, Lebanon

Dear Sirs,

We confirm that we are committed to every single detail mentioned in the received BOQ and technical specifications with this tender.

The Job will be accomplished by May 31st, 2021 implementing all needed items mentioned in the BOQ abiding by the quality required.

I have read and fully agree to this Letter of Commitment.

Name:

Signature & Stamp:

Date:

B. Draft Contract (Works)

CONTRACT TITLE: Rehabilitation of 24 housing units and 1 common area in Beirut

Reference no.: PLBN002-20-21-02

Instructions to candidates: At this stage of the procurement process this document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.

Arcenciel, Jisr El Bacha, John Kennedy Street
("Arcenciel "),

and

[Name and address of candidate]

("The Contractor")

have agreed as stipulated in the attached document:

The Contract is done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:

This Contract shall be signed and stamped by the Contractor and returned to Arcenciel in Lebanon, to Daniele Safi, latest within 3 working days from date of receipt.

Special conditions

B.1 Works Agreement

- 1.1 The Contracting Authority would like the Contractor to carry out the following works: “Rehabilitation of 24 housing units and 1 common area” as specified in the Technical Specifications (Annex 1).
- 1.2 The Contracting Authority shall procure the “Rehabilitation of 24 housing units and 1 common area” to the prices set in Annex 2. The total maximum price of the contract shall be [XX USD]

B.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 (Annex 1)

B.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 31 of the General Conditions and the practical arrangements for testing.

B.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: [add the amount in number and currency (add the amount and currency in letters)]
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. PLBN002-20-21-02 and the General Terms and Conditions for Works Contracts.
- 4.3 Payment will be made each 15 days based on the level of works completed validated from the PM from Arcenciel and the PM from Help and on the receipt of complete documents in good order at the designated Help Office. 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: [to be filled-in by the Contractor]
Name of Bank: [to be filled-in by the Contractor]
Address of Bank: [to be filled-in by the Contractor]
Account name: [to be filled-in by the Contractor]
Swift Code: [to be filled-in by the Contractor]

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.

B.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 notify by the Supervisor 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.

B.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 (UPPON LEBANESE PROCEDURE LAW) is agreed to be an absolute arbitration

B.7 Order of precedence of contract documents

The Contract is made up of the following documents, in order of precedence:

1. Technical Specifications (Annex 1)
2. The Financial Offer (Annex 2)
3. General Terms and Conditions for Works Contracts (Annex 3)
4. Instructions and Conditions for Invitation to Tender for The Works Contract No. PLBN002-20-21-02 (Annex 4)
5. Code of Conduct for Contractors (Annex 5)
6. Picture files for units (Annex 6)
7. Proposal Submission form (Annex 7)
8. Declaration for tenderers candidates and suppliers (Annex 8)
9. Commitment letter (Annex 9)
10. Work Draft contract (Annex 10)
11. Financial Identification Form (Annex 11)

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.

B.8 Language

The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be English.

B.9 Commencement Date and Period of Implementation

The Contract shall commence on 26-04-2021 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 Help General Terms and Conditions for Works Contracts. The period of implementation is expected to be 35 days.

B.10 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. This also applies to this section 10 and the requirement of the written form for any amendments to this contract: There are no non-written side agreements to this contract.

B.11 Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number and must be sent by email/post to the addresses identified in this Contract.

FINANCIAL IDENTIFICATION

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

<u>BANKING DETAILS</u> ①	
ACCOUNT NAME ②	<input style="width: 80%;" type="text"/>
IBAN/ACCOUNT NUMBER ③	<input style="width: 80%;" type="text"/>
CURRENCY	<input style="width: 80%;" type="text"/>
BIC/SWIFT CODE	<input style="width: 40%;" type="text"/> BRANCH CODE ④ <input style="width: 40%;" type="text"/>
BANK NAME	<input style="width: 80%;" type="text"/>
ADDRESS OF BANK BRANCH	
STREET & NUMBER	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 40%;" type="text"/> POSTCODE <input style="width: 40%;" type="text"/>
COUNTRY	<input style="width: 80%;" type="text"/>

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK	
ACCOUNT HOLDER	<input style="width: 80%;" type="text"/>
STREET & NUMBER	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 40%;" type="text"/> POSTCODE <input style="width: 40%;" type="text"/>
COUNTRY	<input style="width: 80%;" type="text"/>

REMARK	<input style="width: 85%;" type="text"/>
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BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



Hilfe zur Selbsthilfe



Daniele Safi, Procurement Officer
daniele.safi@arcenciel.org
Tel: 01495561, Extension No: 1414
Cell Phone: 03698340
Lebanon

Date: 09-04-2021

Our ref: PLBN002-20-21-02

Invitation to Tender for Rehabilitation of 24 housing units and 1 common area in Beirut, Lebanon

Dear Sirs and Madams

This is an invitation to tender for the above-mentioned works contract. Please find enclosed the following documents, which constitute the tender dossier:

A. Annexes to the Letter of Invitation:

- Annex 1: technical specifications
- Annex 2: Financial form
- Annex 3: General Terms and Conditions for Works Contract
- Annex 4: Instructions and Conditions for Invitation to Tender for the Works Contract No. PLBN002-20-21-02
- Annex 5: Code of Conduct for Contractors
- Annex 6: Picture files for units
- Annex 7: Proposal Submission Form
- Annex 8: Declaration for Tenderers Candidates and Suppliers
- Annex 9: Commitment Letter
- Annex 10: Work Draft contract
- Annex 11: Financial Identification Form

B. Required documents to be submitted by the contractor:

Contractors should provide 3 sealed envelopes:

First envelope (Administration Compliance+ Identification documents) :

1. Annex 10: Work Draft Contract: this document is in PDF format. Please sign and stamp the document.
2. Annex 5: Code of Conduct for contractors: this document is in PDF format. Please fill your information at the end of the document, sign and stamp.
3. Annex 8: Declaration for Tenderers Candidates and Suppliers: this document is in PDF format. Please fill your information at the end of the document, sign and stamp.
4. Annex 3: General Terms and Conditions for Works Contract: this document is in PDF format. Please fill your information at the end of the document, sign and stamp.
5. Annex 7: Proposal submission form: this document in PDF format. Please fill the document with the required information, sign and stamp it.
6. Annex 9: Commitment Letter: this document in PDF format. Please fill the document with the required information, sign and stamp it.
7. Annex 11: Financial Identification Form in PDF format. Please fill your information, sign and stamp.
8. None Criminal certificate
9. The personal identity of the contractor
10. Company' official registration certificate obtained from the relevant national government authority;
11. Company' official registration certificate obtained from the local or international Chamber of Commerce and/or Chamber of Industry;
12. Tax certificate (stating that company is officially registered with the relevant taxation authorities);
13. The details of the bank account into which payments should be made
14. Duly authorised 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 authorised to do so.
15. Financial Guaranties: 10 % check deposit from the contract value

(Please add your initial signature on each page)

Second envelope: (Technical Specifications)

- 1- The Technical Specification form, Annex 1, in PDF format, please sign and stamp it
- 2- Contractor Portfolio with a narrative describing the scope of works, duration, cost for at least 3 similar projects previously implemented
- 3- Schedule of works showing the time frame and the forecast of the works implementation
- 4- Organigram showing the team involved in the construction procedures
- 5- Equipment list and capacity

Third envelope: (Financial Offer Form)

- 1- The Financial Offer, Annex 2, in PDF format. Please fill the document with the required information, sign and stamp it

(Please add your initial signature on each page)

We look forward to receiving your tender before the submission deadline 20-04-2021 at 3:00pm at the address: Arcenciel Jisr El Bacha, John Kennedy street

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

To whom is interested to participate to the tender, kindly send a letter of interest to Daniele.safi@arcenciel.org informing us about his participation in order to include him in our contractor list

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely ,

Signature
Daniele Safi, Procurement Officer