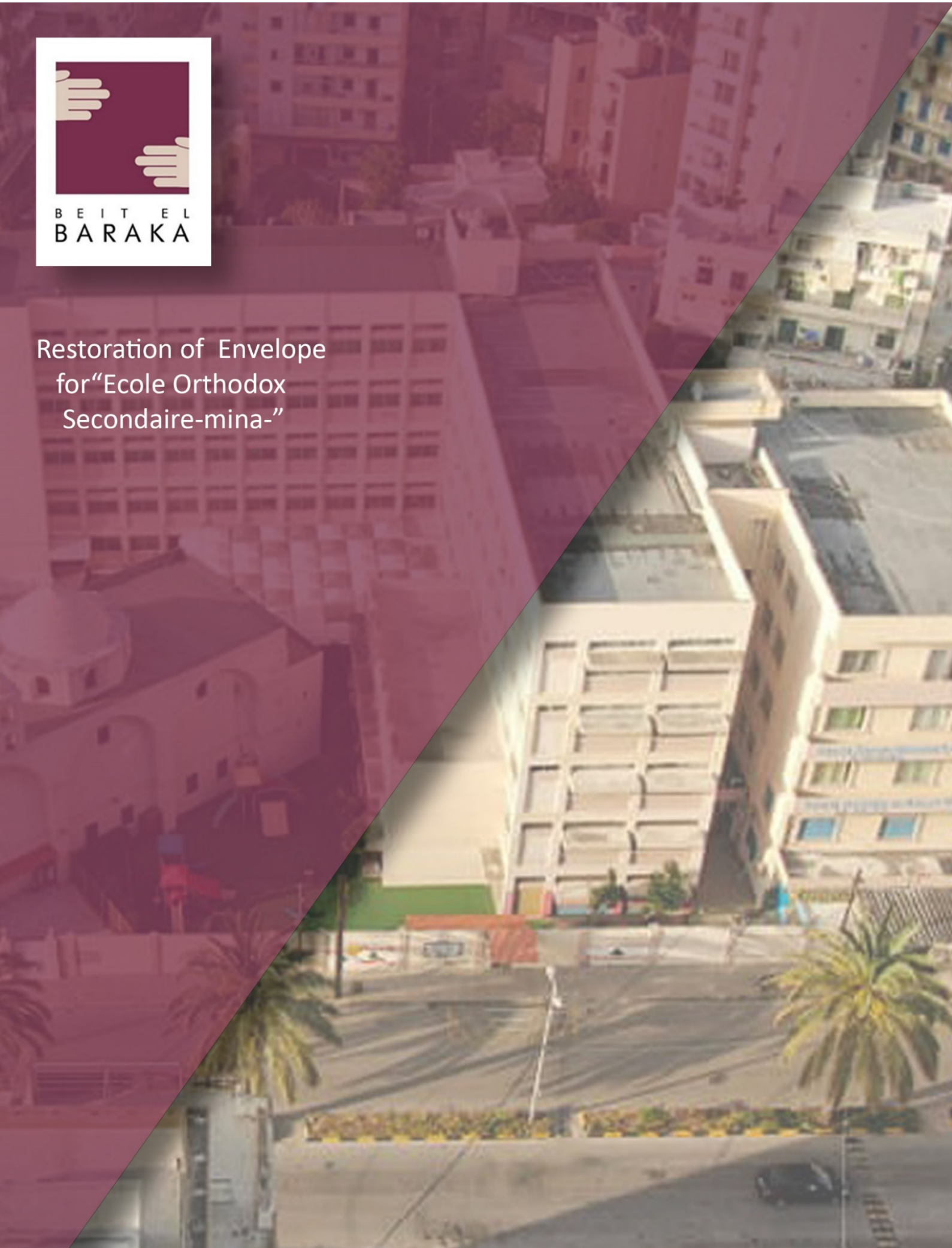




Restoration of Envelope
for "Ecole Orthodox
Secondaire-mina-"





INVITATION FOR BID

For: Restoration of envelope of “Ecole Orthodox Secondaire - El-Mina - “

Beit el Baraka is a Beirut-based NGO supporting 226,000 Lebanese households across the country living in financial distress.

Beit el Baraka mission is to ensure dignity to Lebanese citizens and assist them in their struggle against falling into extreme poverty. In a spirit of respect and support, we give them access to healthy food, decent livelihood, healthcare, and education.

Beit el Baraka is registered in Lebanon (where it operates) under decree number 2277. It is also registered in the US (holding 501(c)3 status) and in Australia (ABN: 54648808048).

Beit el Baraka team is working on multiple projects and sectors. FORSA is the Project subject to this tender. In light of the difficult economic conditions in Lebanon, the pressing issue of inadequate school maintenance is a cause for concern, posing significant risks to both the school and the students.

In response to these challenges, our intervention aims to address the issue of neglected school maintenance in Lebanon, mitigating the considerable risks faced by both the institution and its users. These risks include potential hazard to the safety and well-being of students and staff, as well as the overall functionality of the school.

The project's core purpose is to restore the complete envelope of the school, with a primary focus on creating a secure and safe environment for all stakeholders involved.

This project will contribute in securing continuity and sustainability of the educational organization while fostering a safe and encouraging environment for learning and growth within the school community.

Bet El Baraka is inviting contractors to submit a bid for the restoration of the envelope of Ecole Orthodox Secondaire st. Elie, Tripoli, el-Mina

You may obtain further information in response to written requests to procurement@beitelbaraka.org

Beit el Baraka has the right to reduce/increase quantities of the works within a reasonable limit without changes to the unit prices offered.

All bids must be sent in soft and hard copy to Beit el Baraka's offices in Karm el Zeitoun, Beirut, Lebanon before 08 November 2023, at 12:00 noon.

Please confirm your intent to submit a response to this tender.

Yours Faithfully,

Contract Conditions

Any Contract placed as a result of this IFB will be subject to Conditions of Contract for the Procurement of Works and the Special Conditions of Contract provided in Section 2 of the IFB ("Conditions of Contract").

Technical Requirements

The Works shall conform to the Technical Requirements given in Section 3. Any non-compliance with the described Works should be stated in the bidder's technical proposal required at Section 4. Forms. The performance and time for completion of the Works will be a key factor in evaluating the Bid. It is therefore vital that the optimum and most accurate performance and completion times are provided. All Bidders shall provide with their Bid a preliminary description of the proposed work method including, statement of compliance of technical specification, drawings and charts, and a work schedule as required in Section 4. Forms.

Contents of Bid

Please complete the Form of Bid and other Forms which are contained in Section 4 of the IFB. The Bid shall cover all costs of labor, materials, equipment, overheads, profits and all associated costs for performing the Works. **Bidders should take careful note of Bid Pricing in the Section 1 of Instructions to bidders.**

The Bill of Quantities given in Form 4.2 detailing the price of performing the Works shall be completed in full as part of the Bid. The cost of any incidental works shall be deemed to be included in the price of the Bid.

The ability of bidders to consistently perform to the required quality will be an important factor in the evaluation. It is therefore essential that sufficient company information to demonstrate the bidder's capability to perform the Contract is submitted with the bid. Such information should include, but not be limited to, details of the bidder's track record. Failure to provide such information may result in your bid not being considered.

Validity of Bid

The Bid must be valid for acceptance for a period of 45 days from the "Bid-Closing Date" date shown above.

Bid Completion and Submission: Bids must comply with the following conditions:

The bid as well as all correspondence and documents relating to the bid, between the bidder and Beit el Baraka, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language.

The proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.

A bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the proposal.

All bids including appendices and all supporting documents must be submitted by hard copy as instructed below.

NO.	Form No.	Required Documents	Instruction
1	Form 4.0	Bidder Information Form	
2	-	Copy of registrations	
3	-	Power of Attorney	
4	Form 4.5	Financial Data	
5	Form 4.6	List of on-going/committed Project indicating the value of outstanding works and Experience.	
6	Form 4.1	Form of Bid	
7	Form 4.2	Bill of Quantities	
8	Form 4.7	Work Schedule	
9	Form 4.8	Method Statement.	
10	Form 4.9	Proposed assignment schedule of key supervisory staff.	
11	Form 4.10	Curriculum vitae of proposed supervisory Staff	
12	Form 4.11	List of major construction equipment to be Mobilized	
13	Form 4.13	Proposed organization chart	
14	Form 4.14	Technical Specifications Statement Sheet	
15	Form 4.15	Schedule of Goods	
16	Form 4.16	Guarantee letter	
17	Form 4.17	Warrantee Form	

The aforementioned documents must be submitted to by the Closing time in the following manner.

Bid proposal: Original/Copy	Submitted to:	Closing time
<p>Bidders must submit one (1) original envelope and one (1) full soft copy envelope:</p> <p>1) One (1) original envelope</p> <p>Marked - "ORIGINAL"</p> <p>-</p> <p>2) One (1) copy outer envelope</p> <p>Marked - "COPY"</p>	<p>To be submitted by hand or courier with tracking services to address Beirut, Karm El Zeitoun, Cheikh El Ghabi Street, Etihad building, GF.</p>	<p>08 November 2023 before 12 noon</p>

In the event of any discrepancy between the hard copy and the electronic copy of the bid, the hard copy will prevail.

No bids will be rejected at bid opening stage except for late bids.

Beit el Baraka does not accept responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions.

Any additional costs incurred by Beit el Baraka, their Employer or the End-User which result from any inaccuracies or any declarations in respect of the Goods or the bidder's failure to conform with the requirements of a resulting Contract will be charged to the bidder.

All bids must be sent in soft copy to the above-mentioned address at, and in in hard copy to Beit el Baraka's offices in Karm el Zeitoun, Beirut, Lebanon or before 31 October 2023, at 12:00 noon.

Any bid not sent to the correct address and/or received late will be rejected. A late bid will be any bid that is not received by Beit el Baraka by the closing time.

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SECTION 1 INSTRUCTIONS TO BIDDERS

The following points shall be observed in the preparation of your Bid:

Qualification: Additionally, bidders must meet the following criteria.

- a) The bidder shall have revenue (turn over) of at least 200,000 USD per year in the past three years, which shall be confirmed in Form 4.5.

Project completion date: the completion date for the works must not exceed 4 months from the Start Date, unless specific areas of the site are only allowed to work on in specific times.

Bid Pricing: The Contract shall be for the whole Works detailed in Section 3 of the IFB based on the priced Bill of Quantities for lump sum Contract submitted by the Bidder (Form 4.2).

The Bidder shall fill in the rates and prices for all items of the Works described /listed in the Bill of Quantities. no rate or price is entered by the Bidder will not be paid for by Beit el Baraka when executed and shall be deemed covered by the other rates and prices in the BOQ.

Unless otherwise stated in the Contract, the lump sum price quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

Bidders are to note therefore that all prices quoted in forms 4.1, 4.2 which will comprise the Financial Bid should be inclusive of the above mentioned duties and taxes.

Currency of bid and payment: Prices shall be offered in the currency of USD (United States Dollar) and payment shall be made in the currency of the bid.

Bidder's Technical Proposal: Bidders are required to submit a Technical Proposal using the relevant forms in Section 4. The Technical Proposal should substantially comply with the requirements of Section 3, Technical Requirements. The documents comprising the Technical Proposal are as follows:

- a) Form 4.7, Work Schedule;
- b) Form 4.9, Proposed Assignment Schedule of Key Supervisory Staff;
- c) Form 4.10, Curriculum Vitae of Proposed Key Supervisory Staff;
- d) Form 4.11, List of Major Equipment to be mobilized;
- e) Form 4.13, Proposed Site Organization;

- f) Form 4. 14, Technical Specifications Statement Sheet, including required documents and drawings;
- g) Form 4. 15, Schedule of goods;
- h) Form 4.16 Guarantee Letter
- i) Form 4.17, Warrantee Form

The Work Schedule should show the sequence of activities of the Works to complete the Contract within the Completion Date.

Completed Forms 4.9, and 4.10 should meet the Technical Evaluation Criteria set forth under Qualification and Evaluation Criteria. Completed Forms 4.7, 4.8, 4.13, and 4.14 should substantially be responsive with Section 3 of the IFB.

Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid.

Site Visits: Bidders are strongly advised to visit all the school at their own discretion prior to submitting the bid to obtain full information to prepare the bid.

Changes to the contents of the proposal and bid price at a later stage are not acceptable.

Clarification of bidding documents: A prospective Bidder requiring any clarification of the bidding documents shall notify Beit el Baraka in writing. It is the responsibility of the Bidder to ensure that the required clarifications be submitted to Beit el Baraka.

Any request for clarification of the bidding documents shall be submitted no later than **5 days before submission date**. Written copies of Beit El Baraka's response will be sent to all prospective Bidders. Requests for clarification and the response(s) shall form part of the resultant Contract.

Amendment of bidding documents: At any time prior to the deadline for submission of Bids, Beit El Baraka, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders will be notified of the amendment in writing, and the amendment will be binding on them.

In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, Beit El Baraka, at its discretion, may extend the deadline for the submission of Bids.

Method of Evaluation: Bids will be evaluated in the following manner:

- a. Preliminary Examination – to check that all documents comprising the Bid with any relevant supporting documents have been submitted in accordance with the Bid Submission instructions including bidder's eligibility. Bids that fail the preliminary examination will not be evaluated further. However, Beit El Baraka reserves the right to request a Bidder to clarify and or submit documents historic in nature that would not affect the substance and price of a Bid.
- b. Financial Evaluation - The financial bids of only those bidders having passed the Preliminary evaluations shall be checked. The financial bids shall be checked for arithmetical errors to determine the corrected Bid Price and Bid prices shall be compared.
- c. Qualification Evaluation - The qualification of Bidder will then be evaluated using the following pass-fail Qualification Criteria.
 - i) The bidder shall have revenue (turn over) of at least USD200,000 per year, which shall be confirmed in Form 4.5. In the case of joint venture, the cumulative revenue of the joint venture partners will be considered.
- d. Technical Evaluation - The Bid shall be evaluated to determine the compliance of the technical specification in accordance with the following technical evaluation criteria.

Technical Evaluation Criteria:

- i) Schedule is within the required period;
- ii) Bidder complies with the Contract Conditions;
- iii) Bidder complies with the Technical Specifications;
- iv) Responsive preliminary work schedule that substantially complies with the requirements of Section 3;
- v) Method and Design statement including drawings that substantially complies with the requirements of Section 3;
- vi) Personnel: Bidder must demonstrate that he has available and qualified key supervisory staffs to supervise the works, as follows:

Position	Number	Minimum Experience in similar works (Years)
Team leader	1	Over 7 years of experience in concrete works.

Proposed key supervisory staff: Bidders shall submit CVs, in the format found in Form 4.10 of the IFB, with their Bid for the proposed team leader and other technical staffs demonstrating experience in Works of an equivalent nature and volume required above technical evaluation Criteria

- vii) Bidder shall demonstrate that key supervisory staffs will be assigned adequately during the project.
- viii) Responsive Site Organization demonstrating that Bidder is capable to satisfactorily perform the Contract, which shall be proposed in Form 4.13.

Completed Forms 4.7, 4.8, 4.13, and 4.14 should substantially be responsive with the relevant provisions of Section 2, Conditions of Contract and Section 3, Technical Requirements of this IFB.

A deviation is considered material if accepted would a) substantially affect the scope, limit, quality or performance of the Works, or b) limit in substantially way, inconsistent with the Bidding documents, the Employer's rights or Bidder's obligations under the proposed Contract. A bid with material deviation shall be rejected.

The Contract will be awarded to the highest combined score bid evaluated as follows

- Rating the Technical Proposal (TP):
 $TP \text{ Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$
- Rating the Financial Proposal (FP):
 $FP \text{ Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$
- Total Combined Score:
- Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

Acceptance: Beit El Baraka reserve the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders.

Award and Signing of Contract: Award of Contract shall be in the form of the Works Contract given in Section 5.1 of the IFB. Within seven (10) working days of receipt of the Works Contract from Beit El Baraka, the successful Bidder shall sign, date and return it to the Beit El Baraka. Contract shall be signed in one original copy which shall remain with a 3rd party after the stamp duty payments is settled by the contractor

SECTION 2
CONDITIONS OF CONTRACT

**CONDITIONS OF CONTRACT FOR THE
PROCUREMENT OF WORKS**

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BEIT EL BARAKA
CONDITIONS OF CONTRACT FOR THE PROCUREMENT OF WORKS

A. General

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Contract in a lump sum Contract.
- (b) **Completion of Works Certificate** is the certificate issued by the Consultant upon satisfactory completion of the Works.
- (c) **Compensation Events** are those defined in Clause 28 hereunder.
- (d) **Consultant** is the End User representative, who is responsible for supervising the execution of the Works and administering the Contract.
- (e) The **End-User -Ecole National Orthodox secondaire St Elie -Mina-** who are the intended beneficiary of the Works.
- (f) The **Contract** is the Works Contract between the Employer and the Contractor to execute, complete the Works for the benefit of the End-User.
- (g) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (h) The **Contractor's Bid** is the completed Bid submitted by the Contractor to the Employer.
- (i) **Days** are calendar days; weeks are calendar weeks; months are calendar months. Dayworks are, varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (j) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (k) The **Defects Liability Certificate** is the certificate issued by the Consultant upon correction of defects by the Contractor at the conclusion of the Defect Liability Period.

The Defects Liability Period is the period 365 days and calculated from the Completion Date. As a special requirement for During Defect Liability Period, the Contractor shall visit the school at least once every 6 months (twice in one year) for checking the status of the finished works. A schedule shall be agreed with the Employer. A Check list format for such reviews shall be agreed with the Employer in advance of any such visit. The Contractor shall submit an Outcome report regarding the result to the Employer with 1 week of the completion of the visit and the report must be endorsed by Employer's representative.

- (l) **Drawings:** Means the specific details to be submitted by the contractor for the approval of the consultant, the Employer and the End-Users for the execution of the contract."

- (m) The **Employer** is **Beit el Baraka**, who employs the Contractor to carry out the Works, (the Employer shall appoint a competent person notify the Contractor as the Employer representative.)
- (n) The **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site execute the Works.
- (o) The **Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Completion Date shall be 4 months after the start date. The Completion Date may be revised only by the Consultant by issuing an extension of time, or based on the approved schedule.
- (p) "**In Writing**" or "**Written**" means hand-written, typewritten, printed or electronically made, and resulting in a permanent record.
- (q) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (r) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (s) The **Program** is the program showing the general method, arrangements, order and timings for all activities in the Works.
- (t) **GCC** means the General Conditions of Contract.
- (u) the **Sites** is the places where the works will be performed. The site is located in the republic of Lebanon, Report received from Tripoli -El Mina-
- (v) The **Specifications** mean the Technical report received from the consultant, Book for Works included in the Contract and any modification or addition made or approved by the Consultant.
- (w) The **Start Date** is 1 week following the signature of the contract.
- (x) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (y) **A Variation** is a written instruction given by the Consultant after getting the approval of the Employer that varies the Works.
- (z) The **Works** are what the Contract requires the Contractor to supply, apply at that at the End User's school.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also mean plural and the other way round. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer shall provide instructions clarifying issues about these GCC.

2.2 The contractor technical Proposal shall form part of the Contract.

2.3 This Contract shall be a Lump Sum Contract based on priced Bill of Quantities.

3. Language and Law

3.1 The language of the Contract is English and the law governing the Contract is Republic of Lebanon.

4. Communications

4.1 Communications between parties that are referred to in the Contract Conditions shall be effective only when in writing.

5. Personnel

5.1 If the Consultant asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site immediately and has no further connection with the Works. Same is applicable to the subcontractor and his personnel

5.2 The Consultant will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel proposed in their Bid.

5.3 All costs associated with the removal or replacement of the Contractor's personnel shall be Borne by the Contractor.

5.4 Contractor is responsible for the behavior of his personnel.

6. Contractor's Risks

6.1 From the Start Date until the Defects Liability Certificate has been issued, the following are contractor's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- (b) negligence, breach of statutory duty, or interference with any legal right by the Client or by any person employed by or contracted to him except the Contractor.
- (c) The risk of damage to the Works, Plant, Materials, and Equipment unless it is due to a fault of the end-user.

6.2 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) are Contractor's risks.

7. Insurance

- 7.1 The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified.

the Employer shall be named as the beneficiary and the Contractor as the loss payee under all insurance policies taken out by the Contractor, except for third party insurance, workers' compensation and employer's liability insurances, and for insurance taken out by the Contractor's Subcontractors.

- (a) Installation All Risks Insurance covering the replacement costs of the Plant and Materials resulting from physical loss or damage to the Plant and Materials at the Site, occurring prior to Completion of the Works, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period. The Plant and Materials shall be insured in the currency of the Contract, with a first class insurance company. The insurance shall be for 110 per cent of the replacement value of the Plant and Materials.
- (b) Third Party Liability Insurance covering bodily injury or death suffered by third parties (including the Employer's or Consultant's personnel) and loss of or damage to property (including the Employer's property, adjacent property and any parts of the Plant and Materials which have been accepted by the Consultant) occurring in connection with the supply and installation of the Plant and Materials. The level of Third Party Liability must be provided in accordance with the statutory requirements applicable in any country where the Works or any part thereof is executed.
- (c) Workers' Compensation in accordance with the statutory requirements applicable in Lebanon

8. Inspection of Site

- 8.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his Bid and signing the Contract as to all matters relative to the nature of the Site and the existing structure, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Bid, and no claims will be entertained in connection with these matters against the Employer.

9. Contractor to execute the Works

9.1 The Contractor shall perform; execute and complete the Works in accordance with the Contract including the Specifications.

10. The Works to be Completed by the Completion Date

10.1 The Contractor shall commence performance of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Consultant, and complete them by the Completion Date.

11. Safety and Security

11.1 The Contractor shall be responsible for the safety of all activities on the Site, and to coordinate With the school administration to take full safety measures needed for the safety and well being Of the students and Employees.

11.2 The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Consultant or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others. Time Control

12. Program

12.1 Within the time of **10 days**, the Contractor shall submit to the Consultant, Employer & End User, for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. the activities in the Program shall be consistent with the Schedule of activities. Taking into consideration the hours of the works in accordance with the school's operation.

12.2 An update of the Program shall be a Program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

13. Possession of the Sites

The End-Users shall arrange to allow entry to all parts of the Sites to the Contractor as are relevant and necessary to the execution of the Works. If entry permission is not given as requested by the Contractor, the End- User shall be deemed to have delayed the start of relevant activities and this shall be reflected in a revised agreed Program End users shall secure the site and prevent any person to step in the site or to have access to the equipment and materials

14. Access to the Sites

14.1 The Contractor shall allow the Consultant and any person authorized by the Consultant access to the Sites and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

15. Extension of the Completion Date

15.1 The Employer in consultation with the Consultant shall extend the Required Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Required Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

16. Acceleration

16.1 When the Employer wants the Contractor to finish before the Required Completion Date, the Employer shall obtain a priced proposal for achieving the necessary acceleration from the Contractor. If the Employer with the prior approval of the Consultant accepts this proposal, the Required Completion Date shall be adjusted accordingly and confirmed in writing by both the Employer and the Contractor.

17. Delays Ordered by the employer

17.1 The Employer may instruct the Contractor in writing, to delay the start or progress of any activity within the Works.

18. Management Meetings

18.1 Either the Consultant and the Contractor shall attend a weekly management meeting in the presence of the Employer or his representative. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure detailed.

18.2 The Consultant shall record the business minutes of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Consultant either during or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

19.1 The Contractor shall warn the Consultant at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, or delay the execution of the Works. The Consultant shall require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date in writing. The estimate shall be provided by the Contractor as soon as reasonably possible.

19.2 The Contractor shall co-operate with the Consultant in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Consultant.

B. Quality Control

20. Identifying and Testing Defects

20.1 The Consultant shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Consultant may instruct the Contractor to search for a Defect and to uncover and test any work that the Consultant considers may have a Defect.

21. Correction of Defects

The End-user shall give notice to the Contractor of any Defects during the Defect Liability Period, which begins at Completion. The Defects Liability Periods shall be extended for as long as Defects remain to be corrected or the contract terminated

Every time a notice of Defect is given, the Contractor shall respond in 48 hours of such notification and correct the notified Defect as soon as practically possible in consultation with the End-user. If the replacement of the Materials is required, this must be approved by the employer in advance of remedial action being taken to rectify the defect in question

22. Uncorrected Defects

The Performance Guarantee shall be returned to the Contractor once the End-user and the Consultant confirm to the Employer that all the defects are shown to have been corrected in the Defect Liability Certificate and not earlier than 6 months from the issue of the Certificate of Completion

C. Cost Control

23. Contract Price

23.1 The Contract shall be on a lump basis and the Bill of Quantities shall contain the priced activities for the Works to be performed by the Contractor. The Schedule of Activities is used to monitor and control the performance of activities. The Contractor shall be paid the Lump Sum or as varied by issued Variation Orders if any.

24. Change in the Quantities

24.1 The Schedule of Activities shall be amended by the Contractor, subject to the approval of the Consultant and Employer, to accommodate changes of program or method of working made at the Contractor's own discretion. Prices in the Bill of Quantities shall not be altered when the Contractor makes such changes to the Bill of Quantities.

25. Variations

25.1 All Variations shall be included in updated Programs and in the Bill of quantities, produced by the Contractor.

25.2 The Contractor shall provide the Employer with an offer to carry out the Variation when requested to do so by the Consultant. The Consultant shall assess the offer, which shall be given within seven (7) days of the request or within any longer period stated by the Employer and before the Variation is ordered.

25.3 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

26. Payment Certificates

26.1 The Contractor shall submit to the Consultant monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

26.2 The Employer and the Consultant shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor that shall be notified to the Employer in writing.

26.3 The value of work executed shall be determined by the Consultant, and shall comprise the value of the satisfactorily completed activities in the Schedule of Activities.

27. Payments

27.1 Payments shall be adjusted for deductions for advance payments and retention. Payments shall be adjusted for deductions for advance payments and retention, which is 10 % on each payment retained to the contractor, in two payments, 5% at 6 months after completion certificate, if no defects detected, or all defects have been adjusted. The remaining 5 % end of DLP if all defected have been cleared by the consultant. The Employer shall pay the Contractor the amounts certified by the Consultant within 30 days of the date of receipt by the Employer of each certificate and original signed invoice.

27.2 All payments and deductions shall be paid or charged in the currency comprising the Contract Price.

27.3 Items of the Works for which no rate or price have been entered in the Bill of Quantities will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

28. Compensation Events

28.1 The following shall be Compensation Events:

- (a) The Employer does not arrange to give access to a part of the Site by the Site Possession
- (b) The Consultant gives an instruction for dealing with an unforeseen condition, caused by the End-User, or additional work required for safety or other reasons.

28.2 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Consultant.

29. Taxes and duties

29.1 The Contractor is liable for all taxes and duties in accordance with the laws of Lebanon. The Consultant shall not adjust the Contract Price if taxes, duties, and other levies are changed that subsequently affect the Contract Price.

30. Delays Penalties

30.1 The Contractor shall pay delays penalties to the Employer at the rate 250 USD per day for each day that the completion date is later than the required Completion Date. The total amount of delays penalties shall not exceed the 10 per cent of the contract amount. The Employer may deduct delays penalties from any payments due to the Contractor. Payment of delays penalties shall not affect the Contractor's liabilities.

31. Advance Payment

31.1 The Employer shall make an Advance Payment to the Contractor of the amounts **10%**, against provision by the Contractor of an Irrevocable and Unconditional Bank Guarantee provided from fresh fund account in the format **described below** and by a bank acceptable to the Employer in amounts and currencies equal to the Advance Payment. Interest shall not be charged on the advance payment. Any repaid amount on the equipment and material and the guarantee reduces in proportion would comply the exclusive proprietorship of such equipment and materials to the employer

31.2 The Contractor is to use the Advance Payment only to pay for Equipment, Plant, Materials and other mobilization expenses required specifically for carrying out the Works. The Contractor shall demonstrate that the Advance Payment has been used in this way by supply of copies of invoices or other documents to the Employer representative.

31.3 The Advance Payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered during the Program period.

32. Cost of Repairs

32.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost.

D. Finishing the Contract

33. Completion and Taking Over

33.1 The Contractor shall request the Consultant to issue a Completion of Works Certificate, and the Consultant shall do so upon deciding that the whole of the Works is satisfactorily completed.

33.2 The Employer shall take over the Site and the Works within seven days of the Consultant's issuing of a Certificate of Completion of Works.

34. Final Account

34.1 The Contractor shall supply the Employer and the Consultant with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period.

The Consultant shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 25 days of receiving the Contractor's account if it is correct and complete. If it is not, the Consultant shall issue within 25 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory, the Consultant shall decide on the amount payable to the Contractor and issue a payment certificate. If the corrections are not remedied, the employer shall hire another contractor to execute the repairs of the defects at the contractor cost and withhold the amounts of such works from the final account or retention money.

35. Termination

35.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

35.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 15 Days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Consultant and /or the Employer.
- (b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Consultant gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time

determined by the Consultant;

(d) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of delays penalties can be paid,

(e) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

(f) If the contractor causes damages on the end user properties and did not repair it in the same Specs they were.

35.3 When the Employer gives notice of a breach of Contract to the Consultant for a cause other those listed, the Consultant shall decide whether the breach is fundamental or not.

35.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

35.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

36. Fraud and Corruption

36.1 If the Employer determines that the Contractor has been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site,

36.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 6.

36.3 For the purpose of this Sub-Clause:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "Collusive practice" means an arrangement between two or more parties, with without the knowledge of the Employer, designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party;

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Employer into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Employer's inspection.

37. Payment upon Termination

37.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Consultant shall issue a certificate for the value of the work done and Materials ordered less advance payments made up to the date of the issue of the certificate and less 20 percent of the value of the work not completed. Delays penalties shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

37.2 If the Contract is terminated for the Employer's convenience, the Consultant shall issue a certificate for approval by the Employer for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, less advance payments made up to the date of the certificate.

38. Property

38.1 All Materials and equipment on the Site, Temporary Works, and Works shall be deemed to be the property of the Employer.

38.2 For the purpose of completing the Works, if the Contract is terminated because of the Contractor's default, all Construction Equipment and Plant on the Site shall be deemed to be the property of the Employer.

39. Release from Performance

39.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Consultant shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached. Or once the outbreak is over an assessment of the damages shall be carried and the employer may choose either to execute the repairs or to terminate the contract.

40. Pre-arbitral decisions by the Consultant.

40.1 The Parties to the Contract are encouraged to settle any dispute amicably by direct negotiation. In the event that the dispute cannot be settled amicably, the dispute shall be referred to the Consultant who shall act fairly and impartially in attempting to reach a settlement acceptable to both Parties.

40.2 If the Consultant's decision is not acceptable to either or both of the Parties, the matter will be referred to formal arbitration in accordance with the provisions of Clause 44 below.

41. Procedure for Disputes

41.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If after thirty (30) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to three independent qualified professional people, one chosen by the Employer and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to the Employer and the Contractor. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be in Lebanon

SECTION 3 TECHNICAL

REQUIREMENTS

Section 3.1 Scope of Works

3.1.1 High Level Scope of Works: A high level description of the services that the Contractor will be required to provide are shown in the following table in the column entitled bidder/Contractor

No	Description of works	School	Beit El Baraka (Employer)	Consultant	Bidder/ Contractor
1.	Permission to access the school premises by consultant, bidder, contractor.	•			
2.	Prepare technical specification and Method statement.			•	
<Contractor' s tender stage >					
3.	Tender management.		•	•	
4.	Preparing answers to the bidders regarding the technical issues in the clarification process		•	•	
5.	Technical evaluation of bids.			•	
6.	General evaluation and contract issue to the successful		•	•	
<Contract stage>					
7.	Submission of a copy of insurance policy				•
8.	Submission of the first submitted Program (inception report) including the works located with the timeline approved by the school, which shall be submitted within 10 days of the Contract.				•
9.	Approval of Insurance Policy submitted by the Contractor		•	•	

No	Description of works	School	Beit El Baraka (Employer)	Consultant	Bidder/ Contractor
10.	Approval of the initial Program of the works.		•	•	
11.	Procurement and Application of the works.				•
12.	Quality check of the supplied Goods.		•	•	
13.	Supervision of the works.		•	•	
14.	Commissioning test				•
15.	Supervision of the school.		•	•	
16.	Issue of Completion of Works Certificate			•	
17.	School of visit under the special requirements during DLP (every 6 months)				•
18.	Report of the defect during Defect Liability Period to the Contractor.	•	•		
19.	Correction of the defect under DLP				•
20.	Follow up on the defect repair	•	•	•	
21.	Release of Retention for contractors upon the approval of the Consultant, at the End of DLP.		•		

3.1.2 Documentation to be submitted

	Contents	Deadline	Submitted to	
1	Program (Inception report)	Schedule of the Works Key plan showing the area of the intervention related to the timeline of the intervention	Within 2 weeks of the Contract date	Digital copy by email to Employer and Consultant
2	progress report	The Contractor shall report the progress of activities regarding -site preparation -procurement -delivery status -Application. updated Program and submit it to the Consultant for review and approve	Bi-weekly	Digital copy by e- mail to Consultant
3	Necessary documents	-necessary warranties; including the data sheet, contact Information, civil work information -all documents and information necessary for any licenses	To be submitted upon the completion of certificate issued by the consultant.	One original to the school representative

SECTION 4

BID SUBMISSION FORMS

Note

The forms in this section are required to be completed and submitted by Bidders unless otherwise indicated in the Instructions to Bidders.

Form 4.0	BIDDER INFORMATION FORM
Form 4.1	FORM OF BID
Form 4.2	BILL OF QUANTITIES
Form 4.5	FINANCIAL DATA
Form 4.6	LIST OF ON-GOING/COMMITTED PROJECTS
Form 4.7	WORK SCHEDULE
Form 4.8	METHOD STATEMENT
Form 4.9	PROPOSED ASSIGNMENT SCHEDULE OF KEY SUPERVISORY STAFF
Form 4.10	CURRICULUM VITAE OF PROPOSED KEY SUPERVISORY STAFF
Form 4.11	LIST OF MAJOR CONSTRUCTION EQUIPMENT TO BE MOBILIZED
Form 4.13	PROPOSED ORGANISATION
Form 4.14	TECHNICAL SPECIFICATIONS STATEMENT SHEET
Form 4.15	SCHEDULE OF GOODS
Form 4.16	GURANTEE LETTER
Form 4.17	WARRANTEE FORM

Form 4.0

BIDDER INFORMATION FORM

[All individual firms and each partner of a Joint Venture submitting bid are requested to complete the information in this form, separately]

Lot No	[to be specified]
Bidder's name:	<i>[insert full name]</i>
Bidder's actual or intended country of registration: attach copy	<i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:	<i>[indicate year of Constitution]</i>
Bidder's legal address [in country of registration]:	<i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: Address: Telephone/Fax numbers: E-mail address:	<i>[insert full name]</i> <i>[insert street/ number/town or city/country]</i> <i>[insert telephone/fax numbers, including country and city codes]</i> <i>[indicate e-mail address]</i>

.....
 Authorized Signature

.....
 Company Stamp

.....
 Date

Form 4.1

FORM OF BID

Bid Closing Date:

Currency:

USD

We, the undersigned, offer to perform the Works detailed in and at the rates indicated in accordance with the terms of the Invitation for Bids (“the IFB”) under the above reference dated ...

The total price of our Bid, **excluding** any discounts as detailed below is the sum of: [*currency and amount in figures*] [*currency and amount in words*]

The discounts offered and the methodology(s) for their application are: [*currency and amount in figures*] [*currency and amount in words*]

The total price of our Bid **inclusive** of the discounts: [*currency and amount in figures*] [*currency and amount in words*]

The total bid price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.

The total bid price quoted must be inclusive of tax elements as per the Instructions to Bidders, Bid Pricing.

Any resultant Contract will be subject to the Contract Conditions referred to in the IFB specified therein.

We [name of Bidder] agree and accept that it is a condition of this competitive bidding exercise and a mandatory bid requirement,

Performance and Completion of the Works shall take place within the period stated below;

The Works would commence on _____ days from signature of Contract by the parties and the Works would be completed by _____ days/weeks/months after the Start Date of the works.

We confirm that the Works to be performed shall fully comply with the technical requirements detailed in the IFB.

We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

This Bid is valid for acceptance for 40 days from "Bid Closing" date.

We confirm that the person(s) who have signed this document have the necessary authority to do so and their signature will be regarded for the Bidding and for contracting of the Project, all in our name and on our behalf.

.....
Authorized Signature Name in Capitals Position

Company Name and Address:
Company Registration Number:
Company VAT Number:
Telephone Number:
Facsimile Number: E-

Form 4.2

Bidder's Reference:

Bidder's Name:

BILL OF QUANTITIES

Note:

- 1. Total Bid Price must match the Bid Price in Form 4.1. Form of Bid
- 2. Unit Price
- 3. Refer to Attachment 1.

.....
Authorized Signature

.....
Company Stamp

.....
Date

FORM 4.5

Bidder's Name:

FINACIAL DATA

Type of Financial information in	Historic information for previous 3 years,		
	<i>[Specify Year 1]</i>	<i>[Specify Year 2]</i>	<i>[Specify Year 3]</i>
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Cash Flow Information			
Cash Flow from Operating Activities			

.....
Authorized Signature

.....
Company Stamp

.....
Date

FORM 4.6

Bidder's Name

LIST OF ON-GOING/COMMITTED PROJECTS

Identify contracts that demonstrate continuous work Starting January 2018. List contracts chronologically, according to their commencement (starting) dates.

Starting Year	Ending Year	Contract Identification	Role of Applicant
[indicate year]	[indicate year]	Contract name: [insert full name] Contract amount(US\$): Type: Award date: Completion date: Brief Description of the Works performed by the Applicant: [describe works performed briefly] Amount of contract: [insert amount in US\$] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country] Contact Person Name & Details: [name, phone, email]	[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.7

Bidder's Name

WORK SCHEDULE

Month Work	1	2	3	Remark

- Note:
- 1) The above form shall be used to show the supply of the Goods and installation time schedule in a bar chart format.
 - 2) All the works shall be completed within 4 months.
 - 3) A detailed breakdown of the above schedule may be required to be presented during Bid clarification.
 - 4) add rows, if necessary.

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.8

Bidder's Name:

METHOD STATEMENT

The Bidder shall submit a narrative outlining his intended methods for undertaking the Works that conforms with Section 3, Technical Requirements. This narrative should include, but not be limited to, details of the following:

The proposed methodology should include the following minimum information. Please also refer to the Detailed Scopes of Works at Section 3.1.

- a. The methods to be used in procuring the necessary materials, equipment, their transportation to the Site and their installation;
- b. For each major element of work, the needed materials, labor and construction equipment including how those will be managed.
- c. Explanation of Structural and mounting details for support system;, the demolition of the concrete extrusions.
- d. Health and safety covering: Public safety, labor and staff safety, Health,
- e. Risk assessment and any mitigation

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.9
Bidder's Name

PROPOSED ASSIGNMENT SCHEDULE OF KEY SUPERVISORY STAFF

Bidders are requested to fill in the table below in the form of a Bar Chart to show assignment of key supervisory staff

The Personnel month	1	2	3	Remark

-add rows, if necessary.

.....
 Authorized Signature

.....
 Company Stamp

.....
 Date

Form 4.10

Bidder's name:

FORM OF CURRICULUM VITAE OF PROPOSED KEY SUPERVISORY STAFF

Bidder shall provide the information for every key supervisory staff.

- 1. Full name :
- 2. Proposed position :
- 3. Age :
- 4. Authorized qualification :
- 5. Years of working experience :

Project Name (Country)	Working period	Career experience	
		Responsibility	Position

Note: Bidder shall use the form for each key staff member.
Add rows, if necessary.

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.11

Bidder's Name:

LIST OF MAJOR CONSTRUCTION EQUIPMENT TO BE MOBILIZED

No.	Equipment	Capacity and Type	Quantity	Own or Lease
1	(example) scaffolding			

Note: If necessary, Bidder shall add other equipment to be mobilized.

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.13
Bidder's name:

PROPOSED SITE ORGANIZATION

1. Site organization chart:

2. Narrative description of site organization chart:

3. Description of relationship between head office and site (Indicate clearly which responsibility and what authority will be delegated to site management):

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.14 Technical Specifications Statement Sheet
Refer to attachment 2

Form 4.15

Bidder's name

For all materials to be used.

SCHEDULE OF GOODS

Item	Description	Manufacturer	Model No.	Quantity	Remarks
1					
2					
3					
4					
5					

.....
Authorized Signature

.....
Company Stamp

.....
Date

Form 4.16 Guarantee Letter

Guarantee Letter

From supplier and Applicator.

Form 4.17 Warrantee Form

Warrantee Form

Component	Full Warranty Period (Years)
Paint	

.....
Authorized Signature

||.....
Company Stamp

||.....
Date

SECTION 5

CONTRACT FORMS

Note

These forms are to be used for the execution and during the implementation of the Contract and are provided in the bidding documents for information only at the bidding stage.

Form 5.1	FORM OF CONTRACT
Form 5.2	ADVANCE PAYMENT GUARANTEE FORM
Form 5.3	COMPLETION OF WORKS CERTIFICATE FORM

Form 5.1

FORM OF CONTRACT

BEIT EL BARAKA

AND

[_____]

**CONTRACT FOR: Procurement of materials and repair the envelope of college national orthodox
Secondaire St Elie -Mina-**

CONTRACT FOR WORKS

THIS CONTRACT ("Contract") is entered into this day of _____, 2023, by and between Beit El Baraka ("the Employer") of the one part and (name Contractor) of the other part having its registered office located at (enter full Contractor address) ("hereinafter called the Contractor").

WHEREAS

The Employer issued an Invitation for Bids ("IFB") under dated enter date to potential Bidders in respect of the performance of works, for the Project of Procurement of materials and repair of the envelope of college national orthodox, Secondaire St Elie -Mina-, for the benefit of the End-User.

The Contractor submitted its Bid dated enter date in response to the IFB ("the Bid") [and subsequent Bid clarification dated

The Employer has accepted the Bid from the Contractor for the performance of the Works and the remedying of defects therein in the sum of [state currency and Contract Price in words and figures side by side] (hereinafter called "the Contract Price").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract. Whenever there is a conflict, the provisions of the Special
3. Conditions shall prevail over those in the General Conditions.

Section 1	Instructions to bidders.
Section 2	Conditions of Contract.
Section 3	Technical Requirements.
Section 4	Bid Submission forms.
Form4.0	Bidder information form.
Form4.1	Form of Bid.
Form4.2	BOQ
Form4.5	Financial Data.
Form4.6	List of On-going/Committed projects (Bidders technical Proposal)
Form4.7	Work Schedule.
Form4.8	Method Statement.
Form4.9	Proposed Assignment schedule of key supervisory staff.
Form4.10	Form of curriculum vitae of key supervisory Staff.
Form4.11	List of Major construction equipment to be mobilized.
Form4.12	Proposed site organization.
Form4.13	Proposed Site Organization
Form4.14	Technical Specification Statement Sheet.
Form4.15	Schedule of Goods
Form4.16	Guarantee Letter

Form4.17 Warrantee Form

Section 5: Contract Form.

Form 5.1: Contract Form.

Form 5.2: Advance Payment Guarantee Form.

Form 5.3: Completion of works Certificate

4. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
5. Payment will be made in accordance with Clause 28 of the General Conditions of Contract subject to satisfactory completion of the Contractor's contractual obligations as detailed in the Contract.
6. As soon as practically possible, but not more than seven (7) working days following receipt of the Contract, the Contractor shall sign the Contract and return a signed copy to the Employer.

IN WITNESS whereof the parties hereto have caused this Contract to be executed the day and year first above written in accordance with their respective laws.

For and on behalf of the Employer

For and on behalf of the Contractor

Signed by _____
Duly Authorized

Signed by _____
Duly Authorized

Name and Title: _____

Name and Title: _____

**IRREVOCABLE ADVANCE PAYMENT GUARANTEE
FORM**

TO BE PROVIDED ON BANK LETTER HEADED PAPER

Addressed to the Employer

ADVANCE PAYMENT GUARANTEE

WHEREAS [name and address of Contractor] ("the Contractor") has undertaken in accordance with the terms of the Contract reference dated [enter date] ("the Contract") to provide the Works as detailed in the Contract.

AND WHEREAS the Contract requires the Contractor to provide the Employer with a bank guarantee issued by a bank acceptable to the Employer as security for the advance payment to be paid under the Contract in the sum of [amount of guarantee figures and words] ("the Advance Payment").

In consideration of the Employer making the Advance Payment to the Contractor under the Contract, we [name and address of bank], hereby unconditionally and irrevocably undertake to pay the Employer without objection on our part, any amount or amounts not exceeding in aggregate [amount of guarantee figures and words] from fresh fund account upon the Employer's first written demand including a statement that:

- (i) the Contractor is in breach of its obligation(s) under the Contract, because it has failed to repay the advance or has used the advance for a purpose other than towards performance under the contract or;
- (ii) the Employer is entitled to terminate the Contract.

We confirm that no waiver, suspension, change or addition to or other modification of the terms of the Contract shall in any way release us from any liability under this guarantee, and we hereby waive any requirement to be given notice of any such waiver, suspension, change, addition, or modification.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor

In the event that the Contractor has not completed its obligations under the Contract by the expiry dates detailed in this guarantee, the validity of the guarantee shall be extended upon receipt of the Employer's written request for a further period, not exceeding six months.

All charges relating to this guarantee (inside and outside country of issuance) shall be borne by the applicant under this guarantee

Duly authorized on behalf of the Bank

COMPLETION OF WORKS CERTIFICATE FORM

Form 5.3

To: Enter Contractor's Address

From: name Consultant

COMPLETION OF WORKS CERTIFICATE

In accordance with the terms of the Contract under the above reference ("the Contract") it is certified that the obligations of the Contractor in respect of the performance and completion of the Works in accordance with the requirements of the above Contract have been fully discharged.

Namely:

Enter details of scope of Works - consider need for Interim Certificates.

(Confirm the submission of all the necessary documents)

It is further certified that the following documents as listed below have been submitted according to the requirements of the above Contract:

each containing

- Actual work schedule;
- Copy of necessary warranties related to the school;

Authorized Signatory _____
for the Consultant.

Date _____

cc: the Employer.

ATTACHMENT 1
BOQ

Restoration of envelope of -st. elie -college orthodoxe secondaire -al mina

Ref.	Item No.	Item Description	Restoration of envelope of -st. elie -college orthodoxe secondaire -al mina				Notes
			UNIT	Area/U	Un.Rate	Total	
1	Shorten the span of 'BriseSoleil" From Facade						1)Inspect the concrete extrusion to understand its size, shape, and structural characteristics. 2)Assess the surrounding environment, including the building's structure, nearby structures, utilities, and pedestrian. 3)Develop a detailed removal plan, considering factors like equipment, access, and potential risks.
	a	Shortening the "brise soleil" concrete extrusions above windows to 30cm.	U	39			
2	Columns and beams Reinforcement						Please refer to Method of Statement documents(section 4- FORMWORK (FOR LARGE AREA) Please refer to Method of Statement documents(section 2- STEEL REINFORCEMENT/ REBAR)
	a	Reinforcing facades columns : from scrapping off all deteriorated steel , application of anti-corrosion , to every requirement needed.	U	3			
3	Plaster works(interior/exterior)						To be assessed by the Contractor and prices included in the elevations finishing To be assessed by the Contractor and prices included in the elevations finishing
	a	Treating and re-plastering all damaged surfaces, on the elevations side , especially on the beams , (NB: aluminum windows should be removed where needed prior to any plastering from the exterior/interior to ensure clean and safe environment)	LS	Incl.	Incl.	Incl.	
	b	Windows shall be removed and reinstalled after plaster and substrates repair, in addition to re-applying polyurethane to all required joints and holes.	U	45			
4	Rainwater pipes						7 pipes with the approximate length of 21 m each.
	a	Redirect all embedded roof rain water drainage pipe to new external pvc pipes apparent on elevations	m	147			
5	Paint(Interior /Exterior)						Rates to include substrate preparation all plaster repair and rebars repair/cleaning and corrosion protection; Application of polyurethane around all windows and doors frames
	Exterior paint work (Façade)						
	a	Block A , 6 floors (100Lm x 21m)	m2	2100			
	b	Block B ,6 floors (111Lm x 21)	m2	2331			
	c	Block C, 2 floors(50Lm x 8)	m2	400			
	d	Block D , 5 floors(86Lm x 14)	m2	1204			
	e	Block E , 2 floors(75Lmx7.5)	m2	563			
	f	Block F,Parapet + 1 floor+courtyard .(43Lm x 8)	m2	344			
	g	Exterior W.C	m2	128			
	Interior paint work.						
h	Paint on the repaired elevation interior side where needed	m2	960				

Steel work paint					
i	Windows steel bars (includes two dimensions : 3.5 m x 1.17m/40cm x 2,10m)	Lm	180		
j	Gates	U	7		
				Total	

Important Notice: The above bill to be priced in conjunction with the provided structural report produced by our consultant within this tender document to ensure clarity and prevent any potential misunderstandings or misinformation. Additionally, we highly recommend conducting a site visit for a comprehensive understanding of the project.

ATTACHMENT 2
Structural report (Method statement)

Structural Assessment

Of

Mar Elias School – El-Mina

Project: Structural Assessment Of Mar Elias School El-Mina.

Location: North Lebanon, EL-Mina.

Project Description: Five Floors School With Theater, Exposed to sea wind.

General Overview: According to our latest site visit, the structural elements are showing concrete deterioration and steel rust due to the exposure to sea wind and lack of proper maintenance. The damage is not affecting the strength of building yet.

The damaged areas are as follows:

- Columns supporting the two floors building in the back, also the Beams.
- Columns and Beams on the five floors Façade.
- **N.B.** Need to pay attention for the damaged two columns in the third floor (one need to cut the Ductile Iron pipe, the other needs special shoring due to its location at corner).
- Brise Soleil is very damaged (better to shorten its span and apply concrete repair where needed with special materials).

Pictures Showing Damages :

1 Columns Supporting the Two Floors Building in the Back:



2- Columns and Beams in five floors Façade.



3- Two columns in the third floor (Inside Rooms) :



4- Brise Soleil



METHOD STATEMENT

GENERAL Requirements

1- CONCRETE

The concrete substrate shall be thoroughly clean, in a good sound condition and free from dust, loose material, surface contamination and materials which reduce bond. Delaminated, weak, damaged and deteriorated concrete shall be removed by suitable means. If necessary, some sound concrete may also be removed but not to detriment of the structural integrity and only as directed by a Supervising Officer or Qualified Engineer.

Methods of cleaning, roughening and concrete removal are summarised as follows:



■ Intended use

□ For certain intended uses

	Cleaning	Roughening	Removal
Hammer and chisel			■
Breaker (until 15 mm depth)		■	■
Grit and sand blasting	■	■	
Water Cleaning with low pressure (max. 180 bar)	■		
Water Cleaning with high pressure (max. 800 bar, until 2 mm depth)		■	
Water Blasting with high pressure (max.1100 - 2000 bar)			■
Not Suitable:			
Pneumatic devices (hydraulic breaker, pneumatic hammer etc.)		-	
Diamond grinder		-	



Appropriate tool selection will depend on the type and extent of damage as well as the substrate quality and shall be agreed with the Supervising Officer or qualified Engineer.

Note: Hydro-demolition is a preferred fast and effective method of removing concrete which can result in no micro cracks in the concrete.

As defined in EN 1504-10, water jet categories are as follows:

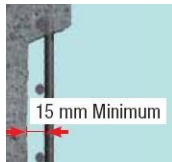
- ✓ Low Pressure – Up to 18 N/mm² (MPa) / 180 bar / ~2,600 PSI
 - Used for cleaning concrete and steel substrate
- ✓ High Pressure – from 18 to 70 N/mm² (MPa) / 700 bar / ~10,000 PSI
 - Used for cleaning steel substrate and for removal of concrete
- ✓ Very High Pressure – from 80 to 120 N/mm² (MPa) / 1200 bar / ~17,000 PSI
 - Used for concrete removal when low water volume is available

Where: 1N/mm² = 10 bar = 145 PSI (lbf/in²)

Concrete removal shall be kept to a minimum and shall not reduce the structural integrity of the structure. Pneumatic equipment or tools which can damage concrete due to an intense vibration shall not be used.

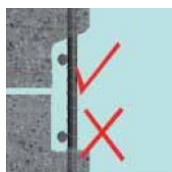
The extent of concrete removal shall be in accordance with the chosen principle and method contained in EN 1504-

Depth: In the case of repair and restoration the depth of contamination shall be established and taken into account when determining the depth of concrete removal.



Removal of concrete shall continue to expose full circumference of the steel reinforcement to a minimum depth of 15 mm behind the back of the bars. Remove concrete only until the midway of the rebars, if corrosion appears only on the surface. The rebar doesn't need to be exposed if KKS (Cathodic Corrosion Protection 10.1 in EN 1504) or electrochemical procedures

Length: Breaking out shall continue along the reinforcement until non-corroded steel is reached as directed by the supervising officer or qualified engineer.



Edges: Edges around the patch repair shall be cut at an angle of >90° to avoid undercutting and a maximum angle of 135° to reduce the possibility of de-bonding.

Surface texture: The surface of the concrete substrate shall be roughened to min. 2 mm or to the maximum grain size of the applied product. This reassures bonding which can be tested in accordance with EN 1766: clause 7.2 for horizontal surfaces.

If a smoothing coat is required the whole application surface shall be properly prepared. Appropriate cleaning procedures consist of low pressure water blasting, abrasive grit and sand blasting, or high pressure water blasting to remove a laitance layer.

TESTING THE PREPARED SUBSTRATE

Micro cracked or delaminated concrete including damage caused cleaning, roughening or removal techniques shall be removed or repaired if they might reduce bond or structural integrity. Micro cracks can be detected by wetting the surface and allowing it to dry. Dark lines on the dried surface indicate cracks as they retain the water.

The finished surface shall be visually inspected prior to application and can be tapped lightly using a metal hammer to detect delaminated concrete. The supervising officer or qualified engineer shall be informed immediately of any loose, cracked or damaged surfaces. In these circumstances repair materials shall not be applied without prior written consent of the supervising officer or qualified engineer.

2- STEEL REINFORCEMENT/ REBAR

The steel reinforcement shall be thoroughly clean and free from rust, scale, mortar, concrete, dust and other loose and deleterious material which reduces bond or contributes to corrosion. Tie wire and nails shall also be removed. Suitable preparation methods for steel reinforcement are high pressure water cleaning, grit or sand blasting. A steel brush is not a suitable method to remove corrosion products from the rebar.



Figure 1. Substrate preparation by concrete removal with high water pressure and placing of formwork (right)



The whole circumference of the bar shall be uniformly cleaned, except where structural considerations prevent this. Cleaning shall not damage in anyway the structural integrity of the steel. Immediately notify the supervising officer or qualified engineer if there is a possibility of damaging the steel by cleaning.



✓ Exposed bars contaminated with chloride or other deleterious material shall be cleaned by low pressure water jet (18 - 70 MPa/ 800 bar/ ~8700 PSI) and checked afterwards to ensure the contamination has been totally removed.



✓ If a reinforcement corrosion protection layer in the form of an active coating (method 11.1 as defined in the European Standards EN 1504-9) is to be applied, then the steel reinforcement shall be cleaned to Sa 2 defined by ISO 8501-1.

✓ Cleaned bars shall be protected against further contamination prior to application of a reinforcement corrosion protection layer.

Loss of steel-area on reinforcement due to corrosion, or due to any other damage, shall immediately be brought to the attention of the supervising officer or qualified engineer prior to any further work. Any further action such as replacing reinforcement bars shall only be

carried in accordance with the direct instruction of the supervising officer or qualified engineer. The scope of this method statement does not include replacement of steel reinforcement bars.

3- PRE-WETTING SUBSTRATE



Depending on the water absorbency of the concrete substrate, the surface shall be prewetted and saturated with clean low pressure water or a wet sponge 1 or 3 days in advance. Minimum 2 hours before application a constant prewetting is required, ensuring that all pores and pits are adequately wet. The surface shall not be allowed to dry before application.

Otherwise the necessary water the concrete repair mortar needs for hydration could be extracted and the mortar dries out.



Just before application, remove excess water prior to application e.g. using a clean sponge for small areas or air pressure for large areas. Ensure there is no standing water on the surface. The surface shall achieve a dark matt appearance without glistening and surface pores and pits shall not contain water (saturated surface dry). Use pressurised air (oil free) to blow away excess water in difficult to reach areas.

For application in early morning prewet the substrate one day in advance until the capillaries are fully saturated continue the next day (< 2h). A sprinkler system that runs during the night is another option.



4- FORMWORK (FOR LARGE AREA)



Formwork can be used to regulate the thickness of the application or to re-profile the required shape of the concrete surface. The formwork shall be capable of withstanding the load imposed by the applied mortar.

Formwork shall be clean and fixed in place as soon as possible after the substrate has been prepared. If required, a Sika® Separol® release agent shall be applied to the formwork before placing into position. Do not contaminate the substrate with the release agent and reduce bond of the material from spillage or run-off.

Working areas shall be well illuminated. Adjoining areas shall be adequately protected against overspray.

5- REINFORCEMENT CORROSION PROTECTION



Where a reinforcement corrosion protection is required, apply material to the whole circumference of the steel reinforcement bar in two layers. Wait until the first layer has dried before applying the second layer. Use a mirror to inspect behind the back of the bars to ensure full coverage. Take care not to splash or apply material on a dry (not pre-wetted) concrete substrate behind the bars. Refer to the relevant product data sheet for more information. When applying a reinforcement corrosion protection layer ensure the whole circumference of the bar is covered.



Figure 4. Applied corrosion protection SikaTop® Armatec®-110 EpoCem® on steel rebars

6- BONDING PRIMER



The substrate surface shall be pre-wetted in accordance with section 7.3.

Bonding primers can be applied by hand pressing the material firmly into the surface using a brush or using a hopper gun (see next section) for larger areas.



The following repair mortar shall be applied wet on wet to a bonding primer. Ensure the substrate surface is fully covered behind the reinforcement bars. For large applications use only a bonding primer with long open time e.g. SikaTop® Armatec-110 EpoCem® refer to product data sheet.

When applying a bonding primer ensure all voids and pits are filled and areas behind reinforcement bars are covered.

7- CONCRETE REPAIR / REPROFILING MORTAR

Sika® Repair mortars are well suited for hand and machine application. In general, spray application leads to a denser packed mortar, and therefore usually a higher quality.



Figure 6. Hand applied mortar



Figure 7 Maschine applied mortar. More densely packed.

HAND APPLIED REPAIR MORTARS



On a well prepared substrate, the repair mortar shall be pressed firmly or thrown in to the repair area. Ensure all the substrate pores and pits are filled.

Check pot life and adjust as necessary the water to powder ratio to suit temperature and application conditions.



When the repair depth exceeds the maximum layer thickness of the repair material, then layers may be built up on top of one another to increase the overall construction depth. The first layer shall be hardened and exothermic reaction of the material completed. The 1st layer shall be at ambient temperature before applying the second layer.



Do not smooth the first layer before applying a second layer. The first layer shall have sufficient roughness to provide a mechanical key for subsequent mortar layers.



Ensure the repair mortar covers the whole circumference of the reinforcement bars and there are no voids left behind the back of the bars.

Finish the surface with a wooden or PVC float. Do not over work the finished surface as this will produce a cement rich surface texture, which may cause the formation of random (crazing) cracking in the surface.



Figure 8. Hand application of repair mortar Sika MonoTop®-4012/ 12 Eco

SPRAY APPLIED REPAIR MORTARS

Spray application is usually used for high volume application, where it can lead to a much shorter application time and constant quality. Repair mortars may be applied using the wet spray technique. Before using any spray equipment for the first time, always read the manufacturers information before starting.

SPRAYING OPERATION



CONTINUING SPRAY APPLICATION

Always maintain a non-interrupted flow of mortar through the pump machine, do not stopstart. If the flow of the spray becomes intermittent, the nozzle shall be directed away from the substrate until the spray becomes constant again.

Adjust as necessary the water to powder

ratio to suit temperature and application conditions.

SPRAYING DISTANCE AND ANGLE

The nozzle shall be held at the correct distance (approx. 20 – 50 cm, the exact distance depends on air pressure, nozzle opening size and type of spraying equipment) and at 90 degrees to the surface. Layers of sprayed mortar shall be built up on the concrete substrate making several passes with the nozzle (circular motion). A free top edge on a thick layer application shall be finished at 45 degrees to the surface. Always use good working practices and nozzle manipulation to apply each layer.

SPRAYING MOTION

For vertical, or near vertical applications, spraying shall commence from the bottom up. On curved overhead surfaces mortar shall be applied from the shoulder to the crown. No sprayed mortar shall be applied onto surfaces containing rebound. All rebound material shall be removed from the working area and not re-used.

SPRAY AROUND REBARS

When spraying behind steel reinforcement bars the nozzle shall be held closer to the substrate surface at an angle to prevent rebound entrapment behind the bars. The applicator shall ensure the bars are fully encapsulate with no voids left between the bar and substrate.

DEFECTS

Pockets, sags or other defects in the sprayed mortar shall be cut out using appropriate method, carefully removed and re-sprayed. It is recommended the area of re-spray shall not be less than 30 x 30 cm.

LAYER THICKNESS/ MULTIPLE LAYERS

Do not exceed the specified maximum layer thickness of the repair mortar. When the repair depth exceeds the maximum layer thickness of the repair material, then layers may be built up on top of one another to increase the overall construction depth. The first layer shall be hardened and be at the ambient temperature before applying the second layer (ca. 24 h). Do not smooth the first layer before applying a second layer. The first layer shall be cleaned before applying subsequent mortar layers to remove dirt and loose material. Use adequate water pressure (150 – 200 bar Roloc nozzle) or compressed air. The first layer shall not be damaged.

8 CURING



Cure with proper curing methods for 3 days or spray with appropriate curing compound (once any surface water has evaporated) or appropriate curing method. Curing methods include jute and water, plastic sheets or other suitable membranes.

The application shall be protected from wind, rain, frost and direct sunlight. The curing period is dependent on climate conditions. In warm temperatures with low humidity the application shall be protected from premature drying.

9 APPLICATION LIMITS

- Avoid application in direct sun and/or strong winds
- Do not add water over the maximum recommended dosage
- Always check the material's pot life and adjust for climate conditions
- Temperature of the repair mortar and substrate shall not differ significantly

Where the structure is subject to dynamic loading, it is recommended for overhead applications to use repair systems specially tested for this situation (e.g Sika MonoTop® 412 ECO)

STEP BY STEP METHOD STATEMENT

- Break all loose concrete to reach the sound surface and till reaching sound steel. In case the steel is totally rust, need to break concrete at least 15 mm behind steel bars. In areas where steel bars is deteriorated, the steel bars need to be cut and changed using SIKA ANCHORFIX -3001. Each case should be approved by the Engineer.
- Cut the required area by using grinder at an angle 90-145 degrees.
- Clean the area by water jet to eliminate all dust , debris, ect.
- Apply Sikatop Armatec-110 Epocem to steel reinforcement and concrete (need to pay attention to apply mortar before sikatop is partially hardened .
- Apply Sikagrout-200 or SIKACRETE-114 in one layer in case of using molds ,or Sikarep in case of patching in thickness not exceeding 30 mm per layer.it is better to use Sikatop Armatec-110 Epocem or bonding agent if the second layer is executed after the last layer is not wet on wet .
- Wrap the fixed area with mesh and keep wet for 48 hours.

N.B. The column on the corner of the third floor appeared to be highly damaged ,

Appropriate scaffold should be used (on the floor three and two) to lift part of the Load carried by that column. Break the damaged concrete by chiseling , than inspect the steel reinforcement . the proper repair shall be conducted under the direct supervision of the engineer.

List of Approved Materials To be used :

- SIKA ANCHORFIX -3001 Or Equal.
- Sikatop Armatec-110 Epocem Or Equal.
- Sikagrout-200 Or Equal.
- SIKACRETE-114 Or Equal.
- Sikarep Or Equal.
- Paint tinol or Equal.

Thank You