

ANNEX 1: TENDER FORM

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

**“Construction of Fire Safety Water Reservoir in Haret Hreik”
and
“Provision of street LED light bulbs”**

To: INTERSOS Lebanon

Address: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut

**Reference Number: Cont/07/18/BEI
FWA04/18/BEI**

We, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the Instruction to ITB005. and all its Annexations.
2. We offer to deliver, in accordance with the terms of the Instruction to Tenderers, without reserve or restriction (please tick the lot you are tendering for):

LOT #	Description
<input type="checkbox"/> LOT 1	Construction of Fire Safety Water Reservoir in Haret Hreik, as detailed in the annexed BoQ (see annex 3)
<input type="checkbox"/> LOT 2	Provision of street LED light bulbs to different locations in the Union of Municipalities of Southern Suburbs of Beirut, as detailed in the annexed BoQ (see annex 3)

3. The offer explicitly includes:
 - The compliance with the BoQs detailed in the Schedule of Price (Annex 3)
 - Validity of prices till 31/12/2018
 - Delivery and works to location identified by the contracting authority
 - The respect of all safety conditions
 - Warranty of 90 days after total completion of the works
4. We understand that the Contracting authority will request the Contractor to perform works, without reserve or restrictions, related to the rehabilitation of collective shelters (common spaces and housing units) according to each lot and its sections as detailed previously in this annex.
5. If our tender is accepted, we undertake to provide an Advance guarantee of %10 as required by Article 11 of the Special Conditions (Annex 7).
6. Methods of Payments:

6.1 Lot 1

The payment will be divided into three instalments:

1. Pre-financing: 10% of the contract value, provided that an advance guarantee is provided as per Article 11 of the Special Conditions (Annex 7).
2. Interim payment: 40% of the contract value after the completion of 50% of the works
3. Final payment: 50% after the total completion of the works

The payment will be made as specified in the special conditions (ANNEX 7, Art. 26).

Payment shall be made by a bank transfer and shall be authorised and made by INTERSOS' Head of Mission in Beirut. They shall be deemed to have been made on the date on which they are debited to this authority's account.

6.2 Lot 2

Payments will be made after the inspection of the Shelter team or its delegates. No payment will be processed if the correct delivery of goods is not documented by the delivery note.

Payment shall be made by bank transfer and shall be authorised and made by INTERSOS' Head of Mission in Beirut. They shall be deemed to have been made on the date on which they are debited to this authority's account.

Payments shall be made in LBP that is 100% of the total amount of goods purchased through purchase orders and correctly delivered.

In order to obtain payments, the Supplier must forward to the authority:

- a) the invoice
- b) a copy of the purchase order (which must be put into written and can be done by email)
- c) a copy of delivery note signed by the Contractor, Intersos FAO, PO or logistics staff
- d) Payment shall be made within 7 days of the date of receipt of these documents in good and due form.

7. Delay in delivery:

Lot 1:

The construction works must start within one week from the signature of the contract and must be completed within three months from the start.

Lot 2

The delivery of the material shall be completed within 1 month from the receipt of the Purchase Order from the contracting authority.

We understand that the execution time of works is strict and that there are penalties associated with any delay in execution (see article 21 of the Annex 6 – General Conditions).

8. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
9. We understand that the contracting authority has the right to proceed with the awarding of the contract(s) in case if only one valid and compliant offer was received for either each lot or for all the lots together.
10. The contracting authority reserves the right to withdraw one or more lots from the scope of the works of the tender, at any time prior to the award of the contract, without thereby incurring any liability.

Name and Position of person authorised to sign this tender:

.....

Duly authorised to sign this tender on behalf of:

.....

Place and date: Signature:

Stamp of the firm/company

ANNEX 2: TENDERER'S DECLARATION

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

A: INTERSOS Lebanon

Address: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut

**Reference Number: Cont/07/18/BEI
FWA/04/18/BEI**

We, the undersigned, hereby declare that:

- 1 We are not in any of the situations excluding us from participating in contracts which are listed in Article 1 of the Invitation to Bid.
- 2 We agree to abide by the ethics clauses in Article 3 of the Invitation to Bid and, in particular, have no potential conflict of interests with other candidates or other parties in the tender procedure at the time of the submission of this application
- 3 We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by Intersos.
- 4 We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and Position of person authorised to sign this tender:

.....

Duly authorised to sign this tender on behalf of:

.....

Place and date:

Signature:

Stamp of the firm/company

ANNEX 4: SCHEDULE OF WORKS

**“Construction of Fire Safety Water Reservoir in Haret Hreik”
and
“Provision of street LED light bulbs”**

Reference Number:

Cont/07/18/BEI

FWA04/18/BEI

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

1. The works for any lot with its sections:

Lot 1: works must start within one week from the completion of preparatory works conducted by SSOB, and must be completed within three months from the start.

Lot 2: the delivery must be done within one month from the receipt of purchase order from the Contracting Authority.

- 2. A detailed work plan (with the timetable of the activities) must be separately provided in the offer per each lot the tenderer is applying for**
- 3. A detailed work plan will be agreed-upon between the Contracting Authority represented by its technical staff and the Contractor at the contract’s signature.**
- 4. Site inspections by the Contracting Authority may be conducted anytime in order to assess the progress of works and duly authorize payments.**

Name and Position of person authorised to accept this Schedule of Works:

.....

Duly authorised to sign this tender on behalf of:

.....

Place and date:

Signature:

Stamp of the firm/company:

ANNEX 5A: CONTRACT DRAFT
“Construction of Fire Safety Water Reservoir in Haret Hreik”

Reference Number: Cont/07/18/BEI

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

INTERSOS (“The Contracting Authority”),

of the one part,

and

XXXXX (“the Contractor”)

of the other part,

have agreed as follows:

Art 1

Description

1.1 Subject

The subject of this contract is the works of **Construction of Fire Safety Water Reservoir in Haret Hreik”**

1.2 Structure of the contract

The contractor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these Contract and the following annexes:

- General Conditions
- Special Conditions
- the Schedule of Price (after arithmetical corrections)
- the tender dossier with other annexes

any other document forming part of this contract

Art 2

Contract value

2.1 Value

The Contracting Authority hereby agrees to pay the Contractor in consideration of the works of rehabilitation of the collective shelter and common areas (Lot **x**) for the amount of: **x**

Amount in word: x

2.2 The prices mentioned in Article 2.1 shall be the sole remuneration owed

by the Contracting Authority to the Contractor under the contract. Prices shall be fixed and not subject to revision during the all duration of this contract.

2.3 The certificate of completion of works (i.e. delivery note) will not become valid until signed and stamped by the Contractor and approved by the Contracting Authority.

2.4 Each invoice shall relate to a certificate of works completion. If the Invoice does not match the aforementioned certificate, then the invoice will be returned to the Contractor for correcting and resubmitting.

2.5 The payment will be processed by a bank transfer or Cheque upon submission of invoice indicating the reference number of this contract.

2.6 The financial breakdown of the possible contract(s) is according to the below BoQs :

Bill of Quantities (BoQs)

N.	Description	UoM	Quantity	Unit price (LBP, VAT excluded, including all possible costs)	Total price (LBP, VAT excluded, including all possible costs)	Details of the calculation	Comment
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1 Preparation under the reservoir

1.1	Supply, preparation and compaction of base coarse layer, around 35 cm thick, before to cast the concrete layer bedding.	m ³	50.4			area below the 500 m ³ reservoir = 12 x 12 x 0.35 = 50.4m ³	Compaction should be done with a 10T roller compacter
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2 Backfilling

2.1	Backfilling and compaction, all around the reservoir from the base bottom level till the top of the slab with excavated materials and compaction of layers (60Cm Thickness each layer)	m ³	300			From the Foundation till ground level	Compaction should be done with a roller compacter
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3 Reinforced concrete works							
3.1	<p>Blinding and mass concrete Class C20, 10cm thick:</p> <p>Concrete layer to be cast with ready mix concrete and pump with installation of polyethylene sheet on the compacted base coarse prior to pouring, before to start steel reinforcement for the ground base.</p>	m ³	14.5			Blinding below the 500 m ³ reservoir = 12 x 12 x 0.10	
3.2	<p>Reinforced concrete works Class C30, 400 kg of cement /m³,</p> <p>For 500m³ reservoir (including base, walls, columns, roof) including formwork with new plywood sheet 18mm thick and steel reinforcement up to 180 kg/m³ according to the design.</p>	m ³	144			<p>Base =11.4x11.4x0.35</p> <p>Walls 31cm = 10*5*0.31*4</p> <p>Roof slab 25cm= 10.45x10.45x 0.25</p> <p>Drop Beam (0.45*0.3*20)</p> <p>Parapets=5 m³ (Including all parapet around the tank and the entrance opening)</p> <p>Form Work (including Steel Tie Rod Water Barrier)</p>	<p>Cylinder Test, Slump Test, Batching plant delivery note (Receipt) Pouring should be done using Electrical Vibrators</p>
3.3	<p>Steel reinforcement: All rebars should be T16 cut and bended according to the DWG</p>	T	22			Steel Reinforcemen t=16 T	

3.4	<p>Screed Concrete Class C20, 15cm Thick:</p> <p>Concrete layer after completion and inspection of the waterproofing on the slab, to be cast with ready mix and pump with installation of geotextile to protect the waterproofing and correct sloping</p>	m ³	15			Slab: 10*10*0.15	Smooth Finish
3.5	<p>Concrete surface levelling with mechanical float:</p> <p>Mechanical surfacing of the top of ground slab with helicoptere tools.</p>	m ²	233.3			Ground slab = 10.8 x 10.8 = 116.64m ² Roof slab = 10.8x10.8 = 116.641m ²	
4 Water stop							
4.1	<p>Water stop up to 25 cm width:</p> <p>Provide and install water stop inside the walls above the chanfrein, sample to be submitted for approval before installation</p>	L.m.	44			Between slab and walls of the reservoir = 10.8 x 4 and in any Newly construction joint	
5 Water proofing insulation							
5.1	<p>Crystalline waterproofing for internal reservoir walls and the base slab:</p> <p>Supply and apply crystalline paint for the</p>	m ²	300			Walls = (10.00 x 5.00) x 4 Base : (10*10)	

	internal walls of the reservoir. Works include all preparation needed on the surface before application. data sheet of the product to be submitted for approval before application.						
5.2	<p>Waterproofing of external walls with asphalt rolls, double layers:</p> <p>Supply and apply asphalt roll on the walls under ground level. include application of primer coat and 2 layers of asphalts (European brand or equivalent). data sheet of the product to be submitted for approval before application. works include also provision and fixation of heavy duty PVC roll type fondaline before backfilling.</p>	m ²	220			until ground level - Reservoir walls	
5.3	<p>Waterproofing of the roof with asphalt rolls, double layers:</p> <p>Supply and apply asphalt roll on the roof and parapet. include application of primer coat and 2 layers of asphalts (European brand or equivalent). data sheet of the product to be submitted for approval before application.</p>	m ²	216			Reservoir roof slab including parapets = 10 x 10 = 200m ² Parapets=0.4x 10x4=16m ²	

6	Piping						
6.1	Over Flow, Ventilation, Floating Valve and Drainage piping Systems including Waterproofing of the Sleeves	LS	1			Ventilation Pipe (Galvanized Steel) as shown in the DWG, Sleeves for the others	
7	Steel Works						
7.1	Ladders (One Internal, steel ladder painted with anti-rust material), Steel Locked Cover (Painted with anti-rust materials)	LS	1			Steel Ladder, fixed and welded, steel cover fixed and welded	
8	Visibility						
8.1	Steel Board (1.20 m x 1.80 m) Fixed in base ground (Logos: UNHCR, Intersos and the Union of Municipalities)	LS	1			Steel fixed in a concrete foundation (Signs and Logos will be shared later)	

<p>Total Price Offered (LBP, VAT excluded, including all possible costs)</p>	
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Art 3 Commencement date

The date for commencing the performance of works shall be: x

Art 4 Period of execution

The period of execution of the tasks is three months from the commencement date mentioned in article 3.

Art 5 Reporting

The Contractor shall submit technical reports detailing the process and the timeline of the works.

Art 6 Payments and bank account

- 6.1 Payments will be made in LBP (Lebanese Pounds) in accordance with the Special Conditions (Annex 7 / article 26) via a bank account through the following information:

Account number	
Account name	
Bank name & address	
IBAN	

6.2 The payments will be made based on the Special Conditions Art. 26 and according to the presentation of the following documents:

For the works to be implemented in EACH lot, the payment will be divided into three instalments:

1. Pre-financing: 10% of the contract value, provided that an advance guarantee is provided as per Article 11 of the Special Conditions (Annex 7).
2. Interim payment: 40% of the contract value after the completion of 50% of the works
3. Final payment: 50% after the total completion of the works

In order to obtain payments, for each one of the lots of works to be implemented, the Contractor must forward to the authority:

a) For **Pre-financing**:

- a payment request including the invoice.
- an **advance payment guarantees** for the full amount of pre-financing provided, which will be returned by the Contracting Authority three months after the completion of works.
- a proof of the conclusion of a contract for the purchase or order of materials, plant, equipment, machines and tools necessary for the execution of the contract.

b) For **Interim payments**:

- a payment request,
- the invoice
- a certificate of partial completion of works. This certificate must provide proof of completion and must be approved and signed by the SHELTER/WASH Manager and the project manager, with the support of the logistics staff.

c) For **Final payment**:

- a payment request,
- the invoice
- a certificate of total completion of works. This certificate must provide proof of completion and must be approved and signed by the SHELTER/WASH Manager and the project manager, with the support of the logistics staff.

Payments shall be made within 7 days of the date of receipt of these documents in good and due form.

- The periods for making the payments shall run from the day after the date of approval of the above documents to the date on which they are debited to the bank account of the contracting authority.

Art 8

Contact addresses

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand at:

For the Contracting Authority:

Name	Alexander Devort	Head of Mission
	Marta Tremolada	Project Manager
Address	Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut	

Telephone:	01-382177	
Fax:		
e-mail:		

For the Contractor:

Name		Owner
Address		
Telephone:		
Fax:		
e-mail:		

Art 10

Tax and customs arrangements

The contract shall be exempted from all duties and taxes, including VAT (and proper documentation shall be provided as a proof).

Done in two **originals** English language.

For the Contractor

For the Contracting Authority

Name:

Name: Alexandre Devort

Position:

Position: Head Of Mission

Signature and Stamp:

Signature and stamp:

Date

Date



CONTRACT TITLE

**Frame work agreement for
“Provision of street LED light bulbs”**

**Reference:
FWA/04/18/BEI**

It has been agreed between:

INTER S O S Humanitarian Aid Organization based in Lebanon, represented by **Alexandre Devort Head of Mission**, hereafter referred as the contractor authority

And

Supplier Name:
Mobile:
Address:

Hereafter referred as the Contractor.

Both sides agree upon the conditions of this contract as defined in the following points:

Terms of Agreement

1. Description

- 1.1 The object of the present Framework Agreement is the on-demand supply by means of Purchase Orders of Office supplies to INTERSOS.

2. Price

- 2.1 The unit prices are fixed for the all duration of this framework contract as follows:

-List of goods-

Cod. Intersos GOODS	General description of supplies	Minimum number	Maximum number	Unit specification	LBP Price per Unit	LBP Maximum total price
1	LED light bulbs	500	1500	PCS		
2	Visibility	1	4	PCS		

2.2 The prices mentioned in **Article 2.1** shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. Prices shall be fixed and not subject to revision during the all duration of this contract.

3. Order and Payment

- 3.1.** INTERSOS will send a Purchase Order to the CONTRACTOR specifying the items and quantities needed. The prices indicated in the request will be based on the list of items and prices listed in **Article 2.1**.
- 3.2.** Each INTERSOS Purchase Order is an individual Contract for delivery and invoicing. The INTERSOS payment obligation is relative only to the amount laid down in each order.
- 3.3.** The INTERSOS Purchase Orders will not become valid until signed and stamped by both the Contracting Authority and the CONTRACTOR.
- 3.4.** The SUPPLIER shall issue invoices based on the prices set in **Article 2.1**, Item and Price
- 3.5.** Each Invoice shall relate to INTERSOS Purchase Order. If the Invoice does not match the INTERSOS Purchase Order, then the Invoice will be returned to the CONTRACTOR for correcting and resubmitting
- 3.6.** (100%) of each Purchase Order shall be paid by the Contractor Authority within five (5) days from delivery only for the requested quantity according to the purchase order.
- 3.7.** The payment will be processed, by cheque or bank transfer, upon submission of invoice indicating the reference number of the Contract and of the purchase order.
- 3.8.** The Contractor guarantees that the quantity and quality of products / services under this contract are in accordance with the provisions in the offer documents and the unit cost estimate provided.
- 3.9.** The CONTRACTOR will ensure the delivery within 1 month from the reception of the Purchase Order to INTERSOS Site of Delivery



3.10.The CONTRACTOR will assume the responsibility to substitute the damaged or inadequate items

4. Duration

4.1. The contract is valid for the period of 2018 starting on _____, 2018 and ending on 31st December, 2018.

4.2. An extension of 3 months can be made upon request from the PURCHASER and issuance of an amendment to this contract.

5. Termination

5.1. Both parties can give 15 days' notice for terminating the contract except for its normal contract expiry. Any termination notice given by either party to the other, shall be in writing via relevant address.

6. General

6.1. This contract is made in 2 copies in English, one for the contractor authority and one for the contractor.

Beirut, Lebanon date __/__/__

For the Contractor

Name:

Signature: _____

For the Contracting Authority

Name: INTERSOS/ Represented by Alexander Devort - Head of Mission

Signature: _____



Annexes:

1. General Conditions
2. Specific Conditions

DRAFT

ANNEX 6: GENERAL CONDITIONS

Construction of Fire Safety Water Reservoir in Haret Hreik

Reference Number: Cont/07/18/BEI

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

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PRELIMINARY PROVISIONS

Art.1 Definitions

- 1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3 Words designating persons or parties shall include firms and companies and any organisation having legal capacity

Art. 2 Law and language of the contract

- 2.1 The Special Conditions shall specify the law governing all matters not covered by the contract
- 2.2 The contract and all written communications between the parties will be drafted in the English language

Art. 3 Order of precedence of contract documents

Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:

- a) the contract agreement;
- b) the Special Conditions with the Technical Annex;
- c) the Contractor's tender, including economic bid and annexes;
- d) the General Conditions;

Art.4 Communications

- 4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication

Art. 5 Project Manager

- 5.1 The Project Manager shall carry out the duties specified in the contract. The Project manager has the authority to delegate through proxy letter responsibilities to the WASH/SHELTER Manager, as technical expert, in order to follow up the contracting process by keeping the duty of the Project Manager in supervision and monitoring.

Art.6 Subcontracting

- 6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.
- 6.2 The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision **within 10 days** of receiving the notification, stating its reasons if authorisation is withheld.
- 6.3 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.
- 6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the

subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.

- 6.6 If the Contractor enters into a subcontract without approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Art. 7 Supply of documents

- 7.1 If necessary, within 7 days of the signing of the contract, the Contracting authority or the Project Manager shall, provide the Contractor, free of charge, with a copy of the drawings prepared for the performance of the contract and a copy of the specifications and other contract documents. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other contract documents.
- 7.2 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 Contracting Authority.
- 7.3 The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

Art.8 Assistance with local regulations

- 8.1 The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 8.2 The Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.
- 8.3 If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the performance dates for the contract.
- 8.4 The Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary.

OBLIGATIONS OF THE CONTRACTOR

Art. 9 General Obligations

- 9.1 The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 9.2 The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Project Manager thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.
- 9.3 The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that his personnel 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.
- 9.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in

writing of the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final

- 9.5 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 according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

Art.10 Origin

- 10.1 Save where otherwise provided for in the **Special Conditions**, supplies must originate from any Country
- 10.2 The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract

Art.11 Performance guarantee

- 11.1 The Contractor shall, within **10 days** of receipt of the notification of the award of contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the **Special Conditions**. It shall not exceed **10% of the amount of the contract price**, including any amounts stipulated in addenda to the contract.
- 11.2 The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.
- 11.3 The performance guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.
- 11.4 The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.
- 11.5 During the performance of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract.
- 11.6 The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.
- 11.7 Except for such part as may be specified in the **Special Conditions** in respect of after-sales service, the performance guarantee shall be released within 30 days of the issue of the final acceptance certificate.

Art.12 Insurance

- 12.1 An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 12 of the **Special Conditions**, which may also specify other types of insurance to be taken out by the Contractor.
- 12.2 The Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Project Manager against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Art.13 Performance programme

- 13.1 If the Special Conditions so require, the Contractor shall submit a programme of performance of the contract for the approval of the Project Manager. The programme shall contain at least the following:
- 13.1.1 the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
 - 13.1.2 the deadlines for submission and approval of the drawings
 - 13.1.3 a general description of the methods which the Contractor proposes to adopt for executing the contract; an
 - 13.1.4 such further details and information as the Project Manager may reasonably require
- 13.2 The approval of the programme by the Project Manager shall not relieve the Contractor of any of his obligations under the contract.
- 13.3 No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the performance of the contract does not conform to the programme, the Project Manager may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Art.14 Contractor's drawings

- 14.1 If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions; such drawings as the Project Manager may reasonably require for the performance of the contract.
- 14.2 If the Project Manager fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of performance, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.
- 14.3 Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and may only be departed from on the Project Manager's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager fails to approve shall immediately be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval.
- 14.4 The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of his obligations under the contract
- 14.5 The Project Manager shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.
- 14.6 Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager to operate, maintain, adjust and repair all parts of the supplies. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Art.15 Sufficiency of tender prices

- 15.1 Subject to any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper performance of the contract and to have included in his rates and prices all costs related to the supplies, in particular:
- 15.1.1 the costs of transport
 - 15.1.2 the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;
 - 15.1.3 the cost of documents relating to the supplies where such documents are required by the Contracting Authority

- 15.1.4 performance and supervision of on-site assembly and/or commissioning of the delivered supplies
- 15.1.5 furnishing of tools required for assembly and/or maintenance of the delivered supplies
- 15.1.6 furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract
- 15.1.7 supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract
- 15.1.8 training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

Art.16 Tax and customs arrangements

- 16.1 For supplies manufactured locally, all internal fiscal charges applicable to their manufacture shall be excluded.
- 16.2 For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.
- 16.3 Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties

Art. 17 Patents and licences

Save where otherwise provided in the **Special Conditions**, the Contractor shall indemnify the Contracting Authority and the Project Manager against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trade marks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority and/or the Project Manager.

COMMENCEMENT OF EXECUTION AND DELAYS

Art. 18 Commencement order

- 18.1 The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Project Manager.
- 18.2 Save where the Parties agree otherwise, performance of the contract shall begin no later than 7 days after notification of award of contract. After that date the Contractor shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered.

Art. 19 Period of execution of tasks

The period of execution of tasks shall commence on the date fixed in accordance with Article 18 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 20.

Art. 20 Extension of period of execution

- 20.1 The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons
 - 20.1.1 extra or additional supplies ordered by the Contracting Authority
 - 20.1.2 exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies
 - 20.1.3 physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor
 - 20.1.4 administrative orders affecting the date of completion other than those arising from the Contractor's default
 - 20.1.5 failure of the Contracting Authority to fulfil its obligations under the contract

- 20.1.6 any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default
- 20.1.7 force majeure
- 20.1.8 any other causes referred to in these General Conditions which are not due to the Contractor's default
- 20.2 Within 15 days of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of performance.
- 20.3 Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Art. 21 Delays in execution

- 21.1 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to **5/1000 of the value of the undelivered supplies** to a maximum of **15% of the total value of the contract**.
- 21.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated on the basis of the total contract value.
- 21.3 If the Contracting Authority has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor:
 - 21.3.1 seize the performance guarantee
 - 21.3.2 terminate the contract, in which case the Contractor will have no right to compensation.
 - 21.3.3 The Contractor shall be liable for the additional costs and damages caused by his failure.

Art. 22 Variations

- 22.1 The Contracting Authority reserves the right, at the time of contracting, to vary the quantities as stated in the **Special Conditions**. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than **25% of the contract price**. The unit prices used in the tender shall be applicable to the quantities procured under the variation.
- 22.2 The Project Manager shall have the power to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of execution of the supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 22.6.
- 22.3 No variation shall be made except by administrative order, subject to the following provisions:
 - 22.3.1 if, for whatever reason, the Project Manager believes it necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible
 - 22.3.2 if the Contractor confirms in writing an oral order given for the purpose of Article 22.3.1 and the confirmation is not contradicted in writing forthwith by the Project Manager, an administrative order shall be deemed to have been issued for the variation
- 22.4 Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:
 - 22.4.1 a description of the tasks, if any, to be performed or the measures to be taken and a performance programme
 - 22.4.2 any necessary modifications to the performance programme or to any of the Contractor's

obligations under the contract

- 22.4.3 any adjustment to the contract price in accordance with the rules set out in Article 22.
- 22.5 Following the receipt of the Contractor's submission referred to in Article 22.4, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 22.4 or as modified by the Project Manager in accordance with Article 22.6.
- 22.6 The prices for all variations ordered by the Project Manager in accordance with Articles 22.3 and 22.5 shall be ascertained by the Project Manager in accordance with the following principles:
- 22.6.1 where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein
- 22.6.2 where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Project Manager
- 22.6.3 where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor;
- 22.7 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract.
- Art. 23 Suspension**
- 23.1 The Project Manager may, by administrative order, at any time, instruct the Contractor to suspend:
- 23.1.1 the manufacture of the supplies; or
- 23.1.2 the delivery of supplies to the place of acceptance at the time specified for delivery in the performance programme; or
- 23.1.3 the installation of the supplies which have been delivered to the place of acceptance
- 23.2 The Contractor shall, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage
- 23.3 Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:
- 23.3.1 dealt with differently in the contract; or
- 23.3.2 necessary by reason of normal climatic conditions at the place of acceptance; or
- 23.3.3 necessary owing to some default of the Contractor; or
- 23.3.4 necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority.
- 23.4 The Contractor shall not be entitled to additions to the contract price unless he notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 23.5 The Project Manager, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim.
- 23.6 If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.

MATERIALS AND WORKMANSHIP

Art. 24 Quality of supplies

- 24.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract.
- 24.2 Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the place where acceptance is to take place.
- 24.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Art. 25 Inspection and testing

- 25.1 The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.
- 25.2 The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.
- 25.3 For the purposes of such tests and inspections, the Contractor shall:
- 25.3.1 provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing
 - 25.3.2 agree, with the Project Manager, the time and place for tests
 - 25.3.3 give the Project Manager access at all reasonable times to the place where the tests are to be carried out
- 25.4 If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager.
- 25.5 When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.
- 25.6 If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

PAYMENTS

26 Methods of payment

- 26.1 Payments shall be made in **LBP** by a bank approved by the Country of the Contracting Authority. The **Special Conditions** shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the

General Conditions.

Save where otherwise provided in the **Special Conditions**, the payments shall be made in **LBP** as follows

- 26.1.1 **advance payment:** 10% of the contract value,
- 26.1.2 **Instalment:** 40% of the contract value
- 26.1.3 **final payment (balance):** 50% of the contract value
- 26.2 Where only part of the supplies has been delivered, the 40% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.
- 26.3 **The conditions, to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.**

Art. 27 Payment to third parties

- 27.1 Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.
- 27.2 Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.

Art. 28 Delayed payments

- 28.1 Once the deadline laid down in Article 26.2 has expired, the Contractor may 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
- 28.2 Any default in payment of more than **120 days** from the expiry of the period laid down in Article 28.1 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 Project Manager.

ACCEPTANCE AND MAINTENANCE

Art. 29 Delivery

- 29.1 The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.
- 29.2 The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the Special Conditions. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 29.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the **Special Conditions**, subject to any variations subsequently ordered by the Project Manager.
- 29.4 No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager.
- 29.5 Each delivery must be accompanied by a statement drawn up by the Contractor.
- 29.6 Each package shall be clearly marked in accordance with the Special Conditions
- 29.7 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee during the time which elapses between delivery for storage and acceptance

Art. 30 Verification operations

- 30.1 The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods

- 30.2 The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
- 30.2.1 the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract
 - 30.2.2 their replacement with proper and suitable supplies
 - 30.2.3 the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefore, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract
 - 30.2.4 that any work done or goods supplied or materials used by the Contractor are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract
- 30.3 The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.
- 30.4 Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.
- 30.5 The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Art. 31 Provisional acceptance

- 31.1 The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests and a certificate of provisional acceptance has been issued.
- 31.2 The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:
- 31.2.1 issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - 31.2.2 reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.
- 31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance
- 31.4 If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.
- 31.5 In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance
- 31.6 Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the performance of the

contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Art. 32 Warranty obligations

- 32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.
- 32.2 The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- 32.2.1 results from the use of defective materials, faulty workmanship or design of the Contractor; or
- 32.2.2 results from any act or omission of the Contractor during the warranty period; or
- 32.2.3 appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
- 32.3 The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Project Manager.
- 32.4 If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- 32.4.1 remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both; or
- 32.4.2 terminate the contract
- 32.5 In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

Art. 33 After-sales service

An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

- 33.1 - such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- 33.2 - in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Art. 34 Final acceptance

- 34.1 Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.

- 34.2 The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.

BREACH OF CONTRACT AND TERMINATION

Art. 35 Breach of contract

- 35.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.
- 35.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies
- 35.2.1 damages; and/or
- 35.2.2 Termination of the contract.
- 35.3 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.

Art. 36 Termination by the Contracting Authority

- 36.1 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:
- 36.1.1 the Contractor substantially fails to perform his obligations under this contract;
- 36.1.2 the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the works;
- 36.1.3 the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;
- 36.1.4 the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- 36.1.5 the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 36.1.6 the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- 36.1.7 the Contractor has 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 detrimental to the Communities' financial interests;
- 36.1.8 any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- 36.1.9 any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- 36.1.10 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.
- 36.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract.
- 36.3 The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the execution of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.4 In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed

by the Contractor to the Contracting Authority as at the date of termination of the contract.

36.5 The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.

36.6 If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions.

Art. 37 Termination by the Contractor

37.1 The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:

37.1.1 fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;

37.1.2 suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

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

Art. 38 Force majeure

38.1 Neither Party shall be considered to be in default nor in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.

38.2 For the purposes of this Article, the term "force majeure" means 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 which are beyond the Parties' control and cannot be overcome by due diligence.

38.3 If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager 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 Project Manager.

38.4 If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.3, the amount thereof shall be certified by the Project Manager.

38.5 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 contract 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.

Art. 39 Death

39.1 Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.

39.2 Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

39.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.

39.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Art. 40 Amicable dispute settlement

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.

Art 41 Conciliation

The parties may agree to the settlement of the dispute by conciliation within a specific time limit by a third party after the amicable settlement procedure adopted has failed.

Art. 42 Arbitration

In the absence of an amicable settlement or settlement by conciliation within the maximum time limits specified, the dispute shall be settled as follows:

- 42.1.1 In the case of a national contract the dispute shall be settled in accordance with the national legislation of the State of the Contracting Authority
- 42.1.2 In the case of a transnational contract, the dispute shall be settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce (Paris) by one or more arbitrators appointed in accordance with the said rules. The venue and the language of such arbitration or the arbitrators shall be determined in the Special Conditions. The request for arbitration must be submitted within 60 days as from the end of the period of conciliation

PENALTIES

Art. 43 Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all Intersos' contracts for a maximum of two years from the time when the infringement is established. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, the decision imposing the penalty shall become enforceable. The exclusion period may be increased to three years in the event of a repeat offence within five years of the first infringement.

If the Contractor is found to have seriously failed to meet his contractual obligations, he shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

ETHICS CLAUSES

Art. 44 Natural or legal persons are not entitled to participate in competitive tendering if:

- a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- b) They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
- c) They have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata (i.e., against which no appeal is possible);
- d) They are guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- e) They have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
- f) They have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
- g) They are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or contract;
- h) They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with the same Donor's funds;
- i) They are in one of the situations allowing exclusion referred to in the **Ethics Clauses** (paragraph below) in connection with the tender or contract.

Ethics Clauses

INTER SOS POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR: INTER SOS require that a contractor guarantees that he is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any component produced primarily for the operation thereof, and that the contractor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the UN Convention on the rights of the child.

Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

Without the Contracting Authority's prior written authorisation, a contractor and his staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.

When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the contractor must immediately inform the Contracting Authority.

The contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

For the duration of the contract, the contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.

The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

The contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

The contractor shall refrain from any relationship likely to compromise its independence or that of

his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the contract without further notice and without the contractor having any claim to compensation.

The Contracting Authority reserves the right to suspend or cancel the contract if 'corrupt practices' are discovered at any stage of the award process or during the implementation of the contract itself. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

The contractor declares truthfully by signing hereinafter that she/he does not either directly or indirectly support armed groups or militia nor has any kind of affiliation with the same in general and that she/he is not directly or indirectly involved in any terrorist action in particular.

The tenderers must provide a sworn declaration they are not in none of the above mentioned conditions.

This declaration is compulsory for all the partners in joint venture/consortium, all the subcontractors and suppliers of the tenderers.

INTER SOS Head of Mission

Contractor representative

Alexander Devort

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ANNEX 7

CONTRACT TITLE
Frame work agreement for
“Provision of street LED light bulbs”

Reference Code: FWA/04/18/BEI

GENERAL CONDITIONS

DRAFT

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PRELIMINARY PROVISIONS

Art.1 Definitions

- 1.1 The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3 Words designating persons or parties shall include firms and companies and any organisation having legal capacity

Art. 2 Law and language of the contract

- 2.1 The Special Conditions shall specify the law governing all matters not covered by the contract
- 2.2 The contract and all written communications between the parties will be drafted in the English language

Art. 3 Order of precedence of contract documents

Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:

- a) the contract Frame work agreement;
- b) the Special Conditions with the Technical Annex;
- c) the Contractor's tender, including economic bid and annexes;
- d) the General Conditions;

Art.4 Communications

- 4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication

Art. 5 Assignment

- 5.1 Not authorized

Art.6 Subcontracting

- 6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.
- 6.2 The Contractor shall not subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision **within 30 days** of receiving the notification, stating its reasons if authorisation is withheld.
- 6.3 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.
- 6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.
- 6.6 If the Contractor enters into a subcontract without approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Art. 7 Supply of documents

- 7.1 If necessary, within 30 days of the signing of the contract, the Contracting authority or **a duly authorised person Project Manager** shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the performance of the contract and a copy of the specifications and other contract documents. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other contract documents.
- 7.2 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 Contracting Authority.
- 7.3 The **Project Manager** shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

Art.8 Assistance with local regulations

- 8.1 The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 8.2 The Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.
- 8.3 If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the performance dates for the contract.
- 8.4 The Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary.

OBLIGATIONS OF THE CONTRACTOR

Art. 9 General Obligations

- 9.1 The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 9.2 The Contractor shall comply with administrative orders given by the **Logistics Coordinator**. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the **Project Manager** thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.
- 9.3 The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that his personnel 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.
- 9.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.

9.5 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 according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

Art.10 Origin

10.1 Save where otherwise provided for in the **Special Conditions**, supplies must originate from any Country.

10.2 The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract

Art.11 Performance guarantee

11.1 The Contractor shall, within **30 days** of receipt of the notification of the award of contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the **Special Conditions**. It shall not exceed **10% of the amount of the contract price**, including any amounts stipulated in addenda to the contract.

11.2 The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

11.3 The performance guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.

11.4 The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

11.5 During the performance of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract.

11.6 The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.7 Except for such part as may be specified in the **Special Conditions** in respect of after-sales service, the performance guarantee shall be released within 30 days of the issue of the final acceptance certificate.

Art.12 Insurance

12.1 An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 12 of the **Special Conditions**, which may also specify other types of insurance to be taken out by the Contractor.

12.2 The Contractor shall bear sole liability for, and indemnify the Contracting Authority and the **Project Manager** against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Art.13 Performance programme

13.1 If the Special Conditions so require, the Contractor shall submit a programme of performance of the contract for the approval of the **Logistics Coordinator**. The programme shall contain at least the following:

- 13.1.1 the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
- 13.1.2 the deadlines for submission and approval of the drawings
- 13.1.3 a general description of the methods which the Contractor proposes to adopt for executing the contract; an
- 13.1.4 such further details and information as the Project Manager may reasonably require

13.2 The approval of the programme by the Project Manager shall not relieve the Contractor of any of his obligations under the contract.

13.3 No material alteration to the programme shall be made without the approval of the Project Manager . If, however, the progress of the performance of the contract does not conform to the programme, the Project Manager may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Art.14 Contractor's drawings

14.1 If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions; such drawings as the Project Manager may reasonably require for the performance of the contract.

14.2 If the Project Manager fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of performance, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.

14.3 Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and may only be departed from on the Project Manager 's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager fails to approve shall immediately be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval.

14.4 The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of his obligations under the contract

14.5 The Project Manager shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.

14.6 Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager to operate, maintain, adjust and repair all parts of the supplies. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Art.15 Sufficiency of tender prices

15.1 Subject to any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper performance of the contract and to have included in his rates and prices all costs related to the supplies, in particular:

15.1.1 the costs of transport

15.1.2 the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;

15.1.3 the cost of documents relating to the supplies where such documents are required by the Contracting Authority

15.1.4 performance and supervision of on-site assembly and/or commissioning of the delivered supplies

15.1.5 furnishing of tools required for assembly and/or maintenance of the delivered supplies

- 15.1.6 furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract
- 15.1.7 supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract
- 15.1.8 training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

Art.16 Tax and customs arrangements [to be checked locally and modified accordingly]

- 16.1 [For supplies manufactured locally, all internal fiscal charges applicable to their manufacture shall be excluded.]
- 16.2 For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.
- 16.3 Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties

Art. 17 Patents and licences

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority and the Project Manager against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trade marks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority and/or the Project Manager .

COMMENCEMENT OF EXECUTION AND DELAYS

Art. 18 Commencement order

- 18.1 The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Project Manager .
- 18.2 Save where the Parties agree otherwise, performance of the contract shall begin no later than 5 days after notification of award of contract. After that date the Contractor shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered.

Art. 19 Period of execution of tasks

The period of execution of tasks shall commence on the date fixed in accordance with Article 18 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 20.

Art. 20 Extension of period of execution

- 20.1 The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons
 - 20.1.1 extra or additional supplies ordered by the Contracting Authority
 - 20.1.2 exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies
 - 20.1.3 physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor
 - 20.1.4 administrative orders affecting the date of completion other than those arising from the Contractor's default
 - 20.1.5 failure of the Contracting Authority to fulfil its obligations under the contract
 - 20.1.6 any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default

- 20.1.7 force majeure
- 20.1.8 any other causes referred to in these General Conditions which are not due to the Contractor's default
- 20.2 Within 15 days of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of performance.
- 20.3 Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Art. 21 Delays in execution

- 21.1 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to **5/1000 of the value of the undelivered supplies** to a maximum of **15% of the total value of the contract**
- 21.2 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated on the basis of the total contract value.
- 21.3 If the Contracting Authority has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor:
 - 21.3.1 seize the performance guarantee
 - 21.3.2 terminate the contract, in which case the Contractor will have no right to compensation.
 - 21.3.3 The Contractor shall be liable for the additional costs and damages caused by his failure.

Art. 22 Variations

- 22.1 The Contracting Authority reserves the right, at the time of contracting, to vary the quantities as stated in the **Special Conditions**. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than **25% of the contract price**. The unit prices used in the tender shall be applicable to the quantities procured under the variation.
- 22.2 The Project Manager shall have the power to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of execution of the supplies. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 22.6.
- 22.3 No variation shall be made except by administrative order, subject to the following provisions:
 - 22.3.1 if, for whatever reason, the Project Manager believes it necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible
 - 22.3.2 if the Contractor confirms in writing an oral order given for the purpose of Article 22.3.1 and the confirmation is not contradicted in writing forthwith by the Project Manager, an administrative order shall be deemed to have been issued for the variation
- 22.4 Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:
 - 22.4.1 a description of the tasks, if any, to be performed or the measures to be taken and a performance programme
 - 22.4.2 any necessary modifications to the performance programme or to any of the Contractor's obligations under the contract

- 22.4.3 any adjustment to the contract price in accordance with the rules set out in Article 22.
- 22.5 Following the receipt of the Contractor's submission referred to in Article 22.4, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 22.4 or as modified by the Project Manager in accordance with Article 22.6.
- 22.6 The prices for all variations ordered by the Project Manager in accordance with Articles 22.3 and 22.5 shall be ascertained by the Project Manager in accordance with the following principles:
- 22.6.1 where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein
- 22.6.2 where the task is not of similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Project Manager
- 22.6.3 where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor;
- 22.7 On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract.
- Art. 23 Suspension**
- 23.1 The Project Manager may, by administrative order, at any time, instruct the Contractor to suspend:
- 23.1.1 the manufacture of the supplies; or
- 23.1.2 the delivery of supplies to the place of acceptance at the time specified for delivery in the performance programme; or
- 23.1.3 the installation of the supplies which have been delivered to the place of acceptance
- 23.2 The Contractor shall, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage
- 23.3 Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:
- 23.3.1 dealt with differently in the contract; or
- 23.3.2 necessary by reason of normal climatic conditions at the place of acceptance; or
- 23.3.3 necessary owing to some default of the Contractor; or
- 23.3.4 necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority.
- 23.4 The Contractor shall not be entitled to additions to the contract price unless he notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 23.5 The Project Manager, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim.
- 23.6 If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.

MATERIALS AND WORKMANSHIP

Art. 24 Quality of supplies

- 24.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract.
- 24.2 Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager . The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place.
- 24.3 Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager .
- Art. 25 Inspection and testing
- 25.1 The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.
- 25.2 The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.
- 25.3 For the purposes of such tests and inspections, the Contractor shall:
- 25.3.1 provide the Project Manager , temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing
- 25.3.2 agree, with the Project Manager , the time and place for tests
- 25.3.3 give the Project Manager access at all reasonable times to the place where the tests are to be carried out
- 25.4 If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager 's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager .
- 25.5 When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.
- 25.6 If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

PAYMENTS

26 Methods of payment

- 26.1 Payments shall be made in LBP by a bank approved by the Country of the Contracting Authority. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions.
- 26.2 Save where otherwise provided in the Special Conditions, the payments shall be made in [LBP]

as follows

- 26.1.1 advance payment: 60% of the contract value,
- 26.1.2 Instalment: 30% of the contract value
- 26.1.3 final payment (balance): 10% of the contract value
- 26.3 Where only part of the supplies has been delivered, the 30% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.
- 26.4 **The conditions to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.**

Art. 27 Payment to third parties

- 27.1 Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.
- 27.2 Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.

Art. 28 Delayed payments

- 28.1 Once the deadline laid down in Article 26.2 has expired, the Contractor may 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
- 28.2 Any default in payment of more than 120 days from the expiry of the period laid down in Article 28.1 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 Project Manager .

ACCEPTANCE AND MAINTENANCE

Art. 29 Delivery packaging

- 29.1 The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.
- 29.2 The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 29.3 The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any variations subsequently ordered by the Project Manager .
- 29.4 No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager .
- 29.5 Each delivery must be accompanied by a statement drawn up by the Contractor.
- 29.6 Each package shall be clearly marked in accordance with the Special Conditions
- 29.7 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee during the time which elapses between delivery for storage and acceptance

Art. 30 Verification operations

- 30.1 The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods
- 30.2 The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

- 30.2.1 the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager , are not in accordance with the contract
- 30.2.2 their replacement with proper and suitable supplies
- 30.2.3 the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefore, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager , in accordance with the contract
- 30.2.4 that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract
- 30.3 The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.
- 30.4 Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.
- 30.5 The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.
- Art. 31 Provisional acceptance
 - 31.1 The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests and a certificate of provisional acceptance has been issued.
 - 31.2 The Contractor may apply, by notice to the Project Manager , for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:
 - 31.2.1 issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - 31.2.2 reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.
 - 31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance
 - 31.4 If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.
 - 31.5 In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance
 - 31.6 Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the performance of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Art. 32 Warranty obligations

- 32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.
- 32.2 The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- 32.2.1 results from the use of defective materials, faulty workmanship or design of the Contractor; or
- 32.2.2 results from any act or omission of the Contractor during the warranty period; or
- 32.2.3 appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
- 32.3 The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Project Manager.
- 32.4 If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- 32.4.1 remedy the defect or the damage itself, or employ someone else to carry out the work at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both; or
- 32.4.2 terminate the contract
- 32.5 In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

Art. 33 After-sales service

An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

- 33.1 - such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- 33.2 - in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Art. 34 Final acceptance

- 34.1 Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager .
- 34.2 The contract shall not be considered to have been performed in full until the final acceptance

certificate has been signed or is deemed to have been signed by the Project Manager .

BREACH OF CONTRACT AND TERMINATION

- Art. 35 Breach of contract
- 35.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.
- 35.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies
- 35.2.1 damages; and/or
- 35.2.2 termination of the contract.
- 35.3 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.
- Art. 36 Termination by the Contracting Authority
- 36.1 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:
- 36.1.1 the Contractor substantially fails to perform his obligations under this contract;
- 36.1.2 the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the works;
- 36.1.3 the Contractor refuses or neglects to carry out administrative orders given by the Project Manager ;
- 36.1.4 the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- 36.1.5 the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 36.1.6 the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- 36.1.7 the Contractor has 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 detrimental to the Communities' financial interests;
- 36.1.8 any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- 36.1.9 any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- 36.1.10 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.
- 36.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract.
- 36.3 The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the execution of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.4 In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and

unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

- 36.5 The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.
- 36.6 If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions.

Art. 37 Termination by the Contractor

- 37.1 The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- 37.1.1 fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
 - 37.1.2 fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
 - 37.1.3 suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.
- 37.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.

Art. 38 Force majeure

- 38.1 Neither Party shall be considered to be in default nor in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.
- 38.2 For the purposes of this Article, the term "force majeure" means 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 which are beyond the Parties' control and cannot be overcome by due diligence.
- 38.3 If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager 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 Project Manager .
- 38.4 If the Contractor incurs additional costs in complying with the Project Manager 's directions or using alternative means under Article 38.3, the amount thereof shall be certified by the Project Manager .
- 38.5 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 contract 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.

Art. 39 Death

- 39.1 Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.

- 39.2 Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.
- 39.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Art. 40 Amicable dispute settlement

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.

Art 41 Conciliation

The parties may agree to the settlement of the dispute by conciliation within a specific time limit by a third party after the amicable settlement procedure adopted has failed.

Art. 42 Arbitration

In the absence of an amicable settlement or settlement by conciliation within the maximum time limits specified, the dispute shall be settled as follows:

- 42.1.1 In the case of a national contract the dispute shall be settled in accordance with the national legislation of the State of the Contracting Authority
- 42.1.2 In the case of a transnational contract, the dispute shall be settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce (Paris) by one or more arbitrators appointed in accordance with the said rules. The venue and the language of such arbitration or the arbitrators shall be determined in the Special Conditions. The request for arbitration must be submitted within 60 days as from the end of the period of conciliation

PENALTY

Art. 43 Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all Intersos' contracts for a maximum of two years from the time when the infringement is established. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, the decision imposing the penalty shall become enforceable. The exclusion period may be increased to three years in the event of a repeat offence within five years of the first infringement.

If the Contractor is found to have seriously failed to meet his contractual obligations, he shall incur financial penalties representing 10% of the total value of the contract in question. That rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.

ETHICS CLAUSES

- Art. 44 Natural or legal persons are not entitled to participate in competitive tendering if:
- a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
 - c) They have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata (i.e., against which no appeal is possible);
 - d) They are guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - e) They have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
 - f) They have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
 - g) They are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or contract;
 - h) They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with the same Donor's funds;
 - i) They are in one of the situations allowing exclusion referred to in the Ethics Clauses (paragraph below) in connection with the tender or contract.

Ethics Clauses

INTER SOS POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR: INTER SOS require that a contractor guarantees that he is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any component produced primarily for the operation thereof, and that the contractor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the UN Convention on the rights of the child.

Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

Without the Contracting Authority's prior written authorisation, a contractor and his staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.

When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the contractor must immediately inform the Contracting Authority.

The contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

For the duration of the contract, the contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.

The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage



inconsistent with their obligations to the Contracting Authority.

The contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

The contractor shall refrain from any relationship likely to compromise its independence or that of his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the contract without further notice and without the contractor having any claim to compensation.

The Contracting Authority reserves the right to suspend or cancel the contract if 'corrupt practices' are discovered at any stage of the award process or during the implementation of the contract itself. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

The tenderers must provide a sworn declaration they are not in none of the above mentioned conditions.

This declaration is compulsory for all the partners in joint venture/consortium, all the subcontractors and suppliers of the tenderers.

DRAFT

ANNEX 7: SPECIAL CONDITIONS

“Construction of Fire Safety Water Reservoir in Haret Hreik

Reference Number: Cont/07/18/BEI

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

These conditions amplify and supplement the General Conditions where necessary. Unless the Special Conditions provide otherwise, the General Conditions referred to above remain fully applicable.

The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions.

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PRELIMINARY PROVISIONS

Art. 2 Law and language of the contract

2.1 The law governing all matters not covered by the provisions of the contract is the one of the Contracting Authority; English.

Art. 3 Order of precedence of contract documents

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

- a) General Conditions
- b) Special Conditions
- c) the Schedule of Price (after arithmetical corrections)
- d) the tender dossier with other Annexes
- e) Any other document forming part of this contract

Art.4 Communications

4.1 Communications between the Contracting Authority and/or the SHELTER/WASH Manager and/or logistics on the one hand, and the Contractor on the other, shall be exclusively in writing, preferably by email.

Art.6 Subcontracting

4.1 Subcontracting by the Contractor of all or part of works is not permitted, at any time of the works.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Art.8 Assistance with local regulations

8.1 The Contractor shall be a Lebanese company and shall follow laws, regulations and information on local customs, orders or bye-laws of the Republic of Lebanon.

Art. 9 General obligations

9.1

Safety on site

The Contractor shall have the right to forbid access to the site to any person not involved in the performance of the contract, with the exception of persons authorised by the Project Manager or representatives of the Contracting Authority.

The Contractor shall ensure the safety of sites 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 performance of the works or that the Project Manager may reasonably require.

If, during the performance of the contract, urgent measures are necessary to obviate any risk of accident or damage or to ensure safety after an accident or damage, the Project Manager shall give formal notice to the Contractor to do what is necessary. If the Contractor is unwilling or unable to undertake the necessary measures, the Project Manager may, to the extent that the Contractor is liable, arrange for such measures to be implemented at the expense of the Contractor.

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.

The Contractor shall indemnify the Contracting Authority against the financial consequences of all claims by neighbouring landowners or residents to the extent that the Contractor is liable and to the extent that the damage to adjacent properties is not the result of a hazard arising from the design or method of construction imposed on the Contractor by the Contracting Authority or the Project Manager.

Art.11

Performance guarantee

11.1

The Contractor shall, within 5 days of receipt of the notification of the award of framework agreement, furnish the Contracting Authority with a guarantee for the full and proper performance of the framework agreement. The amount of the guarantee shall be 10% of the amount of the framework agreement price, including any amounts stipulated in addenda to the framework agreement.

11.2

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

11.3

The performance guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.

11.4

The performance guarantee shall be denominated in the currency in which the framework agreement is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the framework agreement has been fully and properly performed.

11.5

During the performance of the framework agreement, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the framework agreement.

11.6

The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the framework agreement, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.7 the performance guarantee shall be released within 90 days of the issue of the final acceptance certificate (end of the warranty period).

Art.13 Performance programme

N.	Description	Unit of Measure	Quantity	Details of the calculation	Comment
1 Preparation under the reservoir					
1.1	Supply, preparation and compaction of base coarse layer, around 35 cm thick, before to cast the concrete layer bedding.	m ³	50.4	area below the 500 m ³ reservoir = 12 x 12 x 0.35 = 50.4m ³	Compaction should be done with a 10T roller compacter
2 Backfilling					
2.1	Backfilling and compaction, all around the reservoir from the base bottom level till the top of the slab with excavated materials and compaction of layers (60Cm Thickness each layer)	m ³	300	From the Foundation till ground level	Compaction should be done with a roller compacter
3 Reinforced concrete works					
3.1	Blinding and mass concrete Class C20, 10cm thick: Concrete layer to be cast with ready mix concrete and pump with installation of polyethylene sheet on the compacted base coarse prior to pouring, before to start steel reinforcement for the ground base.	m ³	14.5	Blinding below the 500 m ³ reservoir = 12 x 12 x 0.10	
3.2	Reinforced concrete works Class C30, 400 kg of cement /m ³ , For 500m ³ reservoir (including base, walls, columns, roof) including formwork with new plywood sheet 18mm thick and steel reinforcement up to 180 kg/m ³ according to the design.	m ³	144	Base = 11.4x11.4x0.35 Walls 31cm = 10*5*0.31*4 Roof slab 25cm= 10.45x10.45x0.25 Drop Beam (0.45*0.3*20) Parapets=5 m ³ (Including all parapet around the tank and the entrance opening) Form Work (including Steel Tie Rod Water Barrier)	Cylinder Test, Slump Test, Batching plant delivery note (Receipt) Pouring should be done using Electrical Vibrators
3.3	Steel reinforcement: All rebars should be T16 cut and bended according to the DWG	T	22	Steel Reinforcement=16 T	

3. 4	Screed Concrete Class C20, 15cm Thick: Concrete layer after completion and inspection of the waterproofing on the slab, to be cast with ready mix and pump with installation of geotextile to protect the waterproofing and correct sloping	m ³	15	Slab: 10*10*0.15	Smooth Finish
3. 5	Concrete surface levelling with mechanical float: Mechanical surfacing of the top of ground slab with helicoptere tools.	m ²	233.3	Ground slab = 10.8 x 10.8 = 116.64m ² Roof slab = 10.8x10.8 = 116.641m ²	

4 Water stop

4. 1	Water stop up to 25 cm width: Provide and install water stop inside the walls above the chanfrein, sample to be submitted for approval before installation	L.m.	44	Between slab and walls of the reservoir = 10.8 x 4 and in any Newly construction joint	
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5

5. 1	Crystalline waterproofing for internal reservoir walls and the base slab: Supply and apply crystalline paint for the internal walls of the reservoir. Works include all preparation needed on the surface before application. data sheet of the product to be submitted for approval before application.	m ²	300	Walls = (10.00 x 5.00) x 4 Base : (10*10)	
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5. 2	Waterproofing of external walls with asphalt rolls, double layers: Supply and apply asphalt roll on the walls under ground level . include application of primer coat and 2 layers of asphalts (European brand or equivalent). data sheet of the product to be submitted for approval before application. works include also provision and fixation of heavy duty PVC roll type fondaline before backfilling.	m ²	220	until ground level - Reservoir walls	
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5. 3	Waterproofing of the roof with asphalt rolls, double layers: Supply and apply asphalt roll on the roof and parapet. include application of primer coat and 2 layers of asphalts (European brand or equivalent). data sheet of the product to be submitted for approval before application.	m ²	216	Reservoir roof slab including parapets = 10 x 10 = 200m ² Parapets=0.4x10x4=16m ²	
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6					
6.1	Over Flow, Ventilation, Floating Valve and Drainage piping Systems including Waterproofing of the Sleeves	LS	1	Ventilation Pipe (Galvanized Steel) as shown in the DWG, Sleeves for the others	
7					
7.1	Ladders (One Internal, steel ladder painted with anti-rust material), Steel Locked Cover (Painted with anti-rust materials)	LS	1	Steel Ladder, fixed and welded, steel cover fixed and welded	
8					
8.1	Steel Board (1.20 m x 1.80 m) Fixed in base ground (Logos: UNHCR, Intersos and the Union of Municipalities)	LS	1	Steel fixed in a concrete foundation (Signs and Logos will be shared later)	

13.1 Works must begin within 7 days from the signature of the contract and must be completed within three months after the beginning of the works.

After the signature of the Contract, the Contractor will be informed by the SHELTER/WASH manager and the logistics staff about the specific schedule of works.

Minor changes on the materials list set in the Bills of Quantities (Annex 3) cannot lead to any changes in the overall price of works.

Neither material nor cost alteration to the programme shall be made without the approval of the SHELTER/WASH Manager.

The works must follow all the instructions detailed in the Instruction to Tenderers document.

Art.14 Contractor's drawings

14.1 No drawings are required.

14.2 Not applicable.

14.3 Not applicable.

14.6 Not applicable.

Art.15 Sufficiency of tender prices

15.1 The breakdown detailed in the Schedule of price (Annex 3) should be used.

Art.16 Tax and customs arrangements

16.2 The contracting authority is exempted from paying VAT (and so proper documentation will be provided as a proof).

COMMENCEMENT OF EXECUTION AND DELAYS

Art. 18 Commencement order

18.1 The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof in the notice of award of the contract.

18.2 Performance of the contract shall begin no later than 7 days after signature of the contract.

Art. 19 Period of execution of tasks

All works must be completed within three month after the commencement order.

Art. 20 Extension of period of execution

20.1 Within 15 days of figuring out that a delay might occur, the Contractor shall notify the SHELTER/WASH Manager and the logistics staff of his intention to make a request for extension of the period of performance to which he considers himself entitled and provides, at the same time, the SHELTER/WASH Manager and the logistics staff with comprehensive details so that the request can be examined.

20.2 Within 7 days the SHELTER/WASH Manager shall, by written notice to the Contractor and with the support of the logistics staff, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Art. 21 Delays in execution

21.1 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to **5/1000 of the value of the undelivered works** to a maximum of **20% of the total value of the contract**.

If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated on the basis of the total contract value.

If the Contracting Authority has become entitled to claim at least 20% of the contract value, or if 2 months elapsed between the expiry of the contractual period and the actual date of completion, it may, after giving written notice to the Contractor:

- seize the performance guarantee
- terminate the contract, in which case the Contractor will have no right to compensation.
- The Contractor shall be liable for the additional costs and damages caused by his failure.

Art. 22 Variations

22.1 In the event of an increase or decrease in the total volume of work required by the Contracting Authority or resulting from circumstances which are caused neither by the Contractor's negligence

nor by any action on his part, the Contractor may not claim compensation unless that increase or decrease, calculated on the basis of the original prices and without varying the object of the contract, exceeds a percentage of the original contract price specified in the Special Conditions. This percentage may not be more than 25% or less than 25% of the total amount of the total contract value.

MATERIALS AND WORKMANSHIP

Art. 24 Quality of supplies and works

24.1 The supplies must in all respects satisfy all the technical requirements laid down in the contract or improve them according to the technical grids (i.e. BoQs) included in Annex 3.

Art. 25 Inspection and testing

25.1 The SHELTER/WASH Team shall be entitled, to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. Inspections and testing shall be held in the place of purchasing and in the field for all the supplied items by the representatives of Contracting Authority and SHELTER/WASH Manager and supplies and materials shall adhere to the required technical specifications.

PAYMENTS

26 Methods of payment

26.1 Payments shall be made in LBP (Lebanese Pounds) by a bank transfer through a Lebanese bank recognized and approved by the financial authorities of Lebanon.

Payments shall be authorized and made by:

INTERSOS Head of Mission

Pietro De Nicolai – Head of Mission

For the works to be implemented in EACH lot, the payment will be divided into three instalments:

1. Pre-financing: 10% of the contract value, provided that an advance guarantee is provided as per Article 11 of this annex
2. Interim payment: 40% of the contract value after the completion of 50% of the works
3. Final payment: 50% after the total completion of the works

In order to obtain payments, the Contractor must forward to the authority:

a) For **Pre-financing**:

- a payment request including the invoice,
- an **advance payment guarantee** for the full amount of pre-financing provided, which will be returned by the Contracting Authority three months after the completion of works,
- a proof of the conclusion of a contract for the purchase or order of materials, plant, equipment, machines and tools necessary for the execution of the contract.

b) For **Interim payments**:

- a payment request,
- the invoice

- a certificate of partial completion of works. This certificate must provide proof of completion and must be approved and signed by the SHELTER/WASH Manager and the project manager, with the support of the logistics staff.

c) For **Final payment**:

- a payment request,

- the invoice

- a certificate of total completion of works. This certificate must provide proof of completion and must be approved and signed by the SHELTER/WASH Manager and the project manager, with the support of the logistics staff.

Payments shall be made within 7 days of the date of receipt of these documents in good and due form.

The periods for making the payments shall run from the day after the date of approval of the above documents to the date on which they are debited to the bank account of the contracting authority.

26.2 Not applicable.

ACCEPTANCE AND MAINTENANCE

Art. 29 Execution

29.1 The Contractor shall complete the works in accordance with the conditions of the contract, within maximum of three months. The process of the works and surveillance of safety are borne by the Contractor.

29.3 Delivery must be accompanied by a commercial invoice and a certificate of acceptance of the works. Such documents can also be requested by email in order to proceed correctly with payments.

Art. 31 Provisional acceptance

31.1 Not applicable.

31.2 Not applicable.

31.3 Not applicable.

31.4 Not applicable.

31.5 Not applicable.

31.6 Not applicable.

Art. 34 Final acceptance

34.1 Not applicable.

INTERSOS Head of Mission

Alexandre Devort

Contractor representative

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ANNEX 8

CONTRACT TITLE

Frame work agreement for
“Provision of street LED light bulbs”

Reference:

FWA/04/18/BEI

SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions where necessary. Unless the Special Conditions provide otherwise, the General Conditions referred to above remain fully applicable.

The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions.



SUMMARY

PRELIMINARY PROVISIONS

- Art. 2 Law and language of the contract
- Art. 3 Order of precedence of contract documents
- Art. 4 Communication

OBLIGATIONS OF THE CONTRACTING AUTHORITY

- Art. 8 Assistance with local regulations

OBLIGATIONS OF THE CONTRACTOR

- Art. 9 General Obligations
- Art. 11 Performance guarantee
- Art. 12 Insurance
- Art. 13 Performance programme
- Art. 14 Contractor's drawings
- Art. 15 Sufficiency of tender prices

COMMENCEMENT OF EXECUTION AND DELAYS

- Art. 19 Period of execution of tasks
- Art. 20 Extension of period of execution
- Art. 22 Variations
- Art. 23 Suspension

MATERIALS AND WORKMANSHIP

- Art. 24 Quality of supplies
- Art. 25 Inspection and testing

PAYMENTS

- Art. 26 Methods of payment

ACCEPTANCE AND MAINTENANCE

- Art. 29 Delivery
- Art. 30 Verification operations
- Art. 31 Provisional acceptance
- Art. 32 Warranty obligations
- Art. 33 After-sales service



DISPUTE SETTLEMENT

Art. 40 Amicable dispute settlement

2 Law and language of the contract

2.1 The law governing all matters not covered by the provisions of the contract is the one of the Contracting Authority.

3 Order of precedence of contract documents

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

- a) The Contract
- b) the Special Conditions
- c) the General Conditions
- d) the Technical Specification
- e) the Priced Bill of Quantity
- f) the Tender with the appendix

any other document forming part of contract

4 Communication

4.1 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other hand, shall be sent by email, post, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.

8 Assistance with local regulations

8.1 The Contractor shall be a Lebanese company and shall follow laws, regulations and information on local customs, orders or bye-laws of Republic of Lebanon.

9 General Obligations

9.3 The Contractor shall respect and abide by all laws and regulations in force in the Republic of Lebanon and shall ensure that his personnel 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.

9.5 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 according to the law of the Republic of Lebanon and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.



13 Performance programme

13.1 Stationary

N.	Description	Unit of Measure	Minimum Quantity	Maximum Quantity	Comment
2.1	Provision of street LED lights bulbs: Power 150 W (\pm 10%) Flux \geq 12000 lm Power factor \geq 0.95	pcs	500	1500	
2.2	Visibility: Steel Board (1 m x 1.50 m) Fixed in base ground (Logos: UNHCR, Intersos and the Union of Municipalities	pcs	1	4	Steel fixed in a concrete foundation (Signs and Logos will be shared later)

15 Sufficiency of Tender Price

15.1.4 Not applicable

15.1.5 Not applicable

15.1.6 Not applicable

15.1.7 Supervision or maintenance and/or repair of the supplies, for a period of 1 year, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract.

15.1.8 No applicable

19 Period of Delivery

The delivery shall take place within a maximum of 1 month from the receipt of the purchase orders.

20 Extension of period of execution

An extension of period of execution shall be granted in this Contract upon request from the PURCHASER and issuance of an amendment to this contract.

22 Variations



22.1 Variations of the quantities of supplies shall be applied in this Contract.

23 Suspension

23.4 The Contractor shall not be entitled to additions to the contract price unless he notifies the Project Manager , within 10 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.

23.6 If the period of suspension exceeds 20 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager , request to proceed with the supplies within 5 days, or terminate the contract.

24 Quality of supplies

24.2 A preliminary technical acceptance shall be required after the delivery of the items.

25 Inspection and testing

The inspection and testing shall be held in the place of delivery which will be according to the staff name mentioned in the Purchase Order or the packing list which will be available in the general purchase order.

26 Methods of payment

Methods of payment

26.1 Payments will be made after the inspection of the Shelter team or its delegates. No payment will be processed if the correct delivery of goods is not documented by the delivery note.

Payment shall be made by bank transfer and shall be authorised and made by INTERSOS' Head of Mission in Beirut. They shall be deemed to have been made on the date on which they are debited to this authority's account.

Payments shall be made in LBP that is 100% of the total amount of goods purchased through purchase orders and correctly delivered.

In order to obtain payments, the Supplier must forward to the authority:

- a) the invoice
- b) a copy of the purchase order (which must be put into written and can be done by email)
- c) a copy of delivery note signed by the Contractor, Intersos CSP Officer, WASH and Shelter Manager, or logistics staff
- d) Payment shall be made within 7 days of the date of receipt of these documents in good and due form.

26.3 Not applicable.



29 Delivery

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination (DDP conditions according to INCOMTERMS 2010). The supplies shall be packaged so as to prevent their damage or deterioration in transit until arrival at their destination.

29.2 Goods are to be packed for shipment as follows:

Goods shall be adequately packed to meet the requirements of the transport mode stipulated and to withstand any rough handling during transit to final destination.

30 Verification operations

30.2.3 Not applicable.

Provisional acceptance

31 31.2 Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 7 days of receipt of the Contractor's application either:

31.3 Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 7 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance

31.4 If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 7 days, he shall be deemed to have issued the certificate on the last day of that period.

32 Warranty

32.1 The Contractor warrant that the supplies are new and unused

40 Amicable settlement of disputes

The contracting 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 7 days of such a request. The maximum period laid down for reaching such a settlement shall be 7 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.

INTERSOS Head of Mission

Contractor representative

Alexander Devort



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ANNEXES:

- 1. General Conditions**
- 2. Specific Conditions**

Annex 8: Capacities Statement

**“Construction of Fire Safety Water Reservoir in Haret Hreik”
and
“Provision of street LED light bulbs”**

Reference Number:

Cont/07/18/BEI

FWA04/18/BEI

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

CAPACITIES' STATEMENT

8.1	General information about the tenderer
8.2	Technical qualifications
	8.2.1 Personnel to be employed on the contract
	8.2.2 Plant to be employed on the Contract
	8.2.3 List of previous similar works

Additional notice to tenderers

1. All questions contained in the forms must be answered by the tenderer.

Additional sheets may be attached as necessary.
2. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
3. Each partner in a joint venture/consortium must fill in and submit every form.
4. Firms applying as a joint venture/consortium must also complete form concerning joint ventures/consortia.
5. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
6. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.
7. Company profile should be attached (not mandatory but preferable)
8. If applying for lot 1, Key personnel (as requested in section 8.2.1 of this annex) must be employed in the contract and their CV must be provided:
 - at least 1 site engineer
 - at least 1 foreman/general foreman
9. Certificates of work completion for similar works must be provided. To be eligible as similar works, they must be listed in section 8.2.3, and must have the following characteristics:
 - Lot 1:
 - o *Concern the works of construction or substantial rehabilitation of water wells and/or water reservoirs and/or concrete water tanks;*
 - o *Have a minimum contracted value of 60,000,000 LBP*
 - o *Completed within the last 10 years (from June. 2008), or ongoing projects*
 - o *Provide certificates of work completion*
 - Lot 2:
 - o *Concern the works provision (with or without installation) of street light bulbs;*
 - o *Have a minimum contracted value of 37,500,000 LBP*
 - o *Completed within the last 10 years (from June. 2008), or ongoing projects*
 - o *Provide certificates of work completion*
 -

FORM 8.1

GENERAL INFORMATION ABOUT THE TENDERER

Name and address of Company

Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other: *(Leader, subsidiary, other,...) and what involvement, if any, will the parent company have in the contract?*

- 1)
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- 2)
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.....
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- 3)
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.....
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FORM 8.2

TECHNICAL QUALIFICATIONS

8.2.1 - Site operatives to be employed on the contract – ONLY IF APPLYING FOR LOT 1

Personnel			Number
a	Site management		
b	Administrative staff		
c	Technical staff		
	c.1	Surveyors	
	c.2	Engineers	
	c.3	Foremen	
	c.4	Mechanics	
	c.5	Technicians	
	c.6	Machine operators	
	c.7	Drivers	
	c.8	Labourers and unskilled staff	
	c.9	<i>Other</i>	
		c.9.1	
		c.9.2	
		c.9.3	
		c.9.4	
Total			

Key personnel	Name (s)	Years of experience in same/similar position
Site engineer(s)		
Foreman (foremen) / general foreman (foremen)		

CV of key personnel (at least 1 site engineer and at least 1 foreman/general foreman) must be separately provided

8.2.2 - Plant – ONLY IF APPLYING FOR LOT 1

Plants proposed and available for the performance of the contract¹

Description (type/mark/model)		Power/ capacity	no of units	Age (Years)	Owned (Y/N)	Hired (Y/N)	Present approximate value in LBP
A)	Construction plant						
	Excavator (caterpillar)						
	Bobcat excavator						
	Concrete mixer						
	Soil compactor						
	Sucking pump						
	Generator for pump						

1

Note all the plant owned by the company.

Description (type/mark/model)		Power/ capacity	no of units	Age (Years)	Owned (Y/N)	Hired (Y/N)	Present approximate value in LBP
	Jackhammer (pneumatic drill) with compressor						
B)	Vehicles and trucks						
	Earthworks truck (big capacity)						
	Earthworks truck (small/medium capacity)						
	Pick-up						

Description (type/mark/model)		Power/ capacity	no of units	Age (Years)	Owned (Y/N)	Hired (Y/N)	Present approximate value in LBP
C)	Other plant						

8.2.3–List of previous similar works

- **Lot 1 (Construction of Fire Safety Water Reservoir in Haret Hreik)**

Work executed	Name and details of client	Activity	Date of the work	Value of the works

Work executed	Name and details of client	Activity	Date of the work	Value of the works

Work executed	Name and details of client	Activity	Date of the work	Value of the works

- **Lot 2**

Work executed	Name and details of client	Activity	Date of the work	Value of the works

Work executed	Name and details of client	Activity	Date of the work	Value of the works

Work executed	Name and details of client	Activity	Date of the work	Value of the works

8.2.3 – Annual turnover

Annual Turnover - Last 5 Years		
#	Year	Value in LBP
1	2013	
2	2014	
3	2015	
4	2016	
5	2017	

8.2.4 – Warranty (Only for lot 2)

Warranty period for the street light LED bulbs, from the day of delivery: _____

Signature and stamp
 person or persons authorised to
 sign on behalf of the tenderer



Place / Date

ANNEX 9: ADMINISTRATIVE COMPLIANCE GRID SAMPLE

The criteria indicated are those used by the Evaluation Committee

Contract Title:	“Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”	Tender Reference:	Cont/07/18/BEI FWA04/18/BEI
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- Lot 1:

Tender envelope No	Name of Tenderer	Is the Language as Required (Yes, No)?	Instruction to tenderer: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 1: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 2: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 3: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 4: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 8: Properly Filled, dated, signed and stamped? (Yes/No)	Certificate of Registration by MoF: Present? (Yes/No)	Timetable of the activities: Present? (Yes/No)	CV of key personnel: Present? (Yes/No)	Certificates of work completion for similar works	Any other document provided? (Yes/No) (If yes, specify)	Presence during mandatory site visits? (Yes/No)	Overall Decision? (Accept/Reject)

- Lot 2:

Tender envelope No	Name of Tenderer	Is the Language as Required (Yes, No)?	Instruction to tenderer: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 1: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 2: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 3: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 4: Properly Filled, dated, signed and stamped? (Yes/No)	Annex 8: Properly Filled, dated, signed and stamped? (Yes/No)	Certificate of Registration by MoF: Present? (Yes/No)	Timetable of the activities: Present? (Yes/No)	Datasheets of material proposed? (Yes/No)	Certificates of work completion for similar works	Any other document provided? (Yes/No) (If yes, specify)	Overall Decision? (Accept/Reject)

Chairman's name	
Chairman's signature	
Date	

ANNEX 3: SCHEDULE OF PRICE

REFERENCE Cont/07/18/BEI and FWA/04/18/BEI **Date** / / 2018

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon” (UNHCR 3468)

Important Notice on Pricing

Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for all the sections related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

Please note that discounts are not allowed and so a tenderer has to provide their complete amount per lot. The evaluation will be based on each lot.

Additional Notes:

- 1. The currency is Lebanese Pounds (LBP). Since Intersos is exempted from paying Value Added Tax (VAT) (and proper documentation shall be provided as a proof), both unit price and total maximum value must be quoted WITHOUT VAT.**
- 2. The unit prices shall include the cost of manpower provided by the supplier, the profit of the bidder, use of machinery, transportation and any other cost to perform the works.**
- 3. Prices are valid until 31/12/2018.**

LOT1: Construction of Fire Safety Water Reservoir in Haret Hreik, with a volume net water of 500 m³ (internal dimension 10.00m x 10.00m x 5.00m)

NB: The works of preparation, soil investigation and excavation will be carried out by the Union of Municipalities of Southern Suburbs of Beirut. Therefore, such works are not included in the BoQ below.

Bill of Quantities (BoQs)							
N.	Description	Unit of Measure	Quantity	Unit price (LBP, VAT excluded, including all possible costs)	Total price (LBP, VAT excluded, including all possible costs)	Details of the calculation	Comment
1 Preparation under the reservoir							
1.1	Supply, preparation and compaction of base coarse layer, around 35 cm thick, before to cast the concrete layer bedding.	m ³	50.4			area below the 500 m ³ reservoir = 12 x 12 x 0.35 = 50.4m ³	Compaction should be done with a 10T roller compacter
2 Backfilling							
2.1	Backfilling and compaction, all around the reservoir from the base bottom level till the top of the slab with excavated materials and compaction	m ³	300			From the Foundation till ground level	Compaction should be done with a roller compacter

	of layers (60Cm Thickness each layer)						
3 Reinforced concrete works							
3.1	Blinding and mass concrete Class C20, 10cm thick: Concrete layer to be cast with ready mix concrete and pump with installation of polyethylene sheet on the compacted base coarse prior to pouring, before to start steel reinforcement for the ground base.	m ³	14.5			Blinding below the 500 m ³ reservoir = 12 x 12 x 0.10	
3.2	Reinforced concrete works Class C30, 400 kg of cement /m ³ , For 500m ³ reservoir (including base, walls, columns, roof) including formwork with new plywood sheet 18mm thick and steel reinforcement up to 180 kg/m ³ according to the design.	m ³	144			Base =11.4x11.4x0.35 Walls 31cm = 10*5*0.31*4 Roof slab 25cm= 10.45x10.45x0.25 Drop Beam (0.45*0.3*20) Parapets=5 m ³ (Including all parapet around the tank and the entrance opening) Form Work (including Steel Tie Rod Water Barrier)	Cylinder Test, Slump Test, Batching plant delivery note (Receipt) Pouring should be done using Electrical Vibrators
3.3	Steel reinforcement: All rebars should be T16 cut and bended according to the DWG	T	22			Steel Reinforcement=16 T	
3.4	Screed Concrete Class C20, 15cm Thick: Concrete layer after completion and inspection of the waterproofing on the	m ³	15			Slab: 10*10*0.15	Smooth Finish

	slab, to be cast with ready mix and pump with installation of geotextile to protect the waterproofing and correct sloping						
3.5	Concrete surface levelling with mechanical float: Mechanical surfacing of the top of ground slab with helicoptere tools.	m ²	233.3			Ground slab = 10.8 x 10.8 = 116.64m ² Roof slab = 10.8x10.8 = 116.641m ²	
4 Water stop							
4.1	Water stop up to 25 cm width: Provide and install water stop inside the walls above the chanfrein, sample to be submitted for approval before installation	L.m.	44			Between slab and walls of the reservoir = 10.8 x 4 and in any Newly construction joint	
5 Water proofing insulation							
5.1	Crystalline waterproofing for internal reservoir walls and the base slab: Supply and apply crystalline paint for the internal walls of the reservoir. Works include all preparation needed on the surface before application. data sheet of the product to be submitted for approval before application.	m ²	300			Walls = (10.00 x 5.00) x 4 Base : (10*10)	
5.2	Waterproofing of external walls with asphalt rolls, double layers: Supply and apply asphalt roll on the walls under ground level . include application of primer coat and 2 layers of	m ²	220			until ground level - Reservoir walls	

	asphalts (European brand or equivalent). data sheet of the product to be submitted for approval before application. works include also provision and fixation of heavy duty PVC roll type fondaline before backfilling.						
5.3	Waterproofing of the roof with asphalt rolls, double layers: Supply and apply asphalt roll on the roof and parapet. include application of primer coat and 2 layers of asphalts (European brand or equivalent). data sheet of the product to be submitted for approval before application.	m ²	216			Reservoir roof slab including parapets = 10 x 10 = 200m ² Parapets=0.4x10x4=16 m ²	
6	Piping						
6.1	Over Flow, Ventilation, Floating Valve and Drainage piping Systems including Waterproofing of the Sleeves	LS	1			Ventilation Pipe (Galvanized Steel) as shown in the DWG, Sleeves for the others	
7	Steel Works						
7.1	Ladders (One Internal, steel ladder painted with anti-rust material), Steel Locked Cover (Painted with anti-rust materials)	LS	1			Steel Ladder, fixed and welded, steel cover fixed and welded	
8	Visibility						

8.1	Steel Board (1.20 m x 1.80 m) Fixed in base ground (Logos: UNHCR, Intersos and the Union of Municipalities)	LS	1			Steel fixed in a concrete foundation (Signs and Logos will be shared later)	
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Total Price Offered (LBP, VAT excluded, including all possible costs)	
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LOT2: Provision of street LED light bulbs

N.	Description	Unit of Measure	Minimum Quantity	Maximum Quantity	Unit price (LBP, VAT excluded, including all possible costs)	Total maximum price (LBP, VAT excluded, including all possible costs)	Comment
2.1	Provision of street LED lights bulbs: Power 150 W (\pm 10%) Flux \geq 12000 lm Power factor \geq 0.95	pcs	500	1500			
2.2	Visibility: Steel Board (1 m x 1.50 m) Fixed in base ground (Logos: UNHCR, Intersos and the Union of Municipalities)	pcs	1	4			Steel fixed in a concrete foundation (Signs and Logos will be shared later)
			Total Price Offered (LBP, VAT excluded, including all possible costs)				

Notes:

1. The currency is LBP. Since Intersos is exempted from paying Value Added Tax (VAT) (and proper documentation shall be provided as a proof), both unit price and total maximum value must be quoted WITHOUT VAT.
2. For lot 1, The unit prices shall include the cost of manpower provided by the supplier, the profit of the bidder, use of machinery, transportation and any other cost to perform the works.
For lot 2, the unit prices shall include the cost for the provision and delivery to different location of the Union of Municipalities of Southern Suburbs of Beirut. No installation or additional works are required.
3. Prices are valid until 31/12/2018.

Done
at

, on

by

[tenderer's signature and stamp]

SUMMARY OF PRICES:

LOT #	Description	Total Price (LBP / No VAT/ Inc. all costs)	
LOT 1	Lot 1 Total	<u>In Figure:</u>	<u>In Letter:</u>
LOT 2	Lot 2 Total	<u>In Figure:</u>	<u>In Letter:</u>
TOTAL PRICE OFFERED (of lot(s))		<u>In Figure:</u>	<u>In Letter:</u>

SUPPLIER DECLARATION

to be submitted on supplier's letterhead

A: Name of the contracting Authority:

Address of the contracting authority:

Rif: Registration in the list of PREQUALIFIED SUPPLIERS

We, the undersigned, with the present communication declare:

1. That our company is not in any situation specified at Point 1.4, Section D, Annex 5 of the Organization Management and Control Model (Please see it below)
2. That we accept and respect all ethical clauses specified in the Organization Management and Control Model and in the Code of Ethics, in particular that there are not any conflict of interests or relationships with other applicants or parties at the moment of this declaration
3. That we will immediately inform the contracting authority if any change will occur in respect to the previous point in any moment during the fulfillment of the contract/supply. Moreover, we are aware and we fully accept that any information either incomplete or inaccurate deliberately supplied in the present declaration can exclude us from this and other future contracts with INTERSOS
4. That we are not in situations of bankruptcy, closure, controlled administration, suspension or end of activities, composition with creditors, or in any legal action concerning one of the previous situations according to the local legislation either currently or in the five years preceding the present assessment
5. That no convictions that became final were passed for a crime concerning professional morality or entrepreneurial conduct
6. That we acknowledge that the contracting authority is not obliged to proceed with the assessment directed to the registration of our company in the list of APPROVED Supplier
7. Date and signature at the end of this document

Annex 5 of the Organization Management and Control Model – Protocols - Section D

1.4. Subjective restrictions for participation in tenders (conflict of interest)

It is forbidden for companies whose partners are, even through an intermediary, members of a statutory body other than the assembly or an employee or collaborator of INTERSOS, or their relatives within the second degree in a straight line and within the fourth degree collaterally, along with their relatives within the third degree, to participate in tenders for the supply of goods, works and services.

The same limitations apply to sole traders, where the relationship is evaluated between the entrepreneur on the one hand, and relatives and allies, on the other, that hold statutory charges or are employees or collaborators of INTERSOS. The employees and collaborators of INTERSOS, as well as persons with statutory duties, must declare, upon conclusion of the contract or appointment, whether they conduct business or whether it is a company that, for the particular activity, has the potential to become a supplier of INTERSOS.

INTERSOS cannot receive in any way, amounts in cash or goods in quantities commensurated with the value of the provision or of profit made by the supplier, from a person who has been awarded one or more supplies of goods, works or services and, generally, from any supplier.

INTERSOS has to publish on its website any donations in cash, assets or any other earnings, received by parties that have supplied goods, works or services or which, by reason of their activities, they may become suppliers, even only potentially.

Code of Ethics¹

The Code of Ethics issues from the values and the principles stated in the Values Charter and sets the rights, duties and responsibilities for all INTERSOS operators, collaborators, partners, advisers and members of the statutory bodies to which it is addressed.

The INTERSOS mission is consistent with the values and ethical principles common to every human being. Its purpose is to pursue its founding objectives by means of clear, precise and transparent regulations in conformity to existing laws. The mission includes the observance of values and ethical principles common to every human being, such as honesty, loyalty, probity and those pertaining to its nature as a humanitarian organisation: humanitarian relief, neutrality, impartiality, independence, non-discrimination, transparency. In particular, with reference to the Values Charter itself:

- INTERSOS believes in focussing on the human being and in the principles of equality, justice, peace, and solidarity; consequently, in the duty of every individual to provide relief, without condition, to all who are needy and suffering.
- INTERSOS adheres to the principles of the Universal Declaration of Human Rights and the European Convention on Human Rights, the Convention on the Right of the Child and the Convention on the Elimination of All Forms of Discrimination Against Women. It applies no distinction or discrimination based on race, gender, religion, nationality, ethnic origin or class of the people who require aid.
- INTERSOS considers the victim such in any case, irrespective of any political, religious or social differences. Its humanitarian action is impartially directed at any population or person who is in danger or in a serious state of need. This does not prevent INTERSOS from identifying any individual or institutional responsibility for single catastrophic events that are either natural or manmade, or from taking a public stance.
- INTERSOS is not subjected to any national or international imperium or ideology. Its freedom of thought and judgement allow it to condemn any human rights violation, injustice and iniquity, without condition.

¹ Integral part of the INTERSOS Organization Management and Control Model

The same principle of independence determines the criteria for its choice of both public and private donors.

- INTERSOS humanitarian action is expressed by methodologies and behaviours attentive to local cultural and religious settings.
- INTERSOS has a human being's value and dignity as the focus of its action. As a consequence, local populations are immediately involved in activities, employing to capacity and developing the competences and skills of individuals and communities, thereby gradually eliminating their reliance on external aid. Relations with local populations are grounded on listening capacity, dialogue, discussion and participation.
- INTERSOS considers solidarity and expertise two essential and inseparable components of its humanitarian action, and therefore the essential elements of its response to any population needs with humanity, effectiveness and quality.
- INTERSOS operations rely on donations from public and private donors. The accounts for each single project are audited by public donors and certified by auditors. The overall financial year statement of accounts is certified and disclosed.

Ethical Code recipients and application area

The Ethical Code (Code from here on) conforms to the stakeholders' requirements and expectations (be they donors, supporters, or beneficiaries) and intends to regulate the behaviour of the following recipients: members of statutory bodies, operators, partners, advisers and all who pursue the Organisation's objectives (Recipients from here on).

Recipients' behaviour must safeguard the Organisation's respectability, image and assets. Code values and principles must first be applied by top management in their operations both inside and outside the Organisation, and in the promotion of confidence, cohesion and team spirit. The Code's principles integrate the moral codes each Recipient must observe, both regarding the general obligations for due diligence, probity and loyalty defining the working activity, and in relation to the Organisation, management and control model (Model from here on) or to the Organisation's Regulations and Procedures disciplining specific activities.

The Code is communicated to all Recipients by means of suitable media. In particular, each operator is called upon to acquire a knowledge of the Code, actively contribute to its implementation and point out any deficiencies.

Conformity to existing laws and regulations

Recipients are committed to adopt every suitable preventive measure and control to ensure that their activities fully conform to existing laws and procedures in every geographic area and at every decisional and executive level.

Recipients, with due respect for existing laws and regulations, are bound to act and behave on the basis of the values, principles and commitments set down in the present Code.

Principles of probity and impartiality

Recipients must avoid any discrimination based on sex, health, age, nationality, politics and religion in the relations they entertain with subjects involved in operations.

Recipients are required to adhere to principles of probity and honesty in carrying out their professional tasks. The same criteria apply to relations between Recipients at all levels.

Donor relations

The Organisation relies on public and private funding to implement its operations in Italy and in other countries. Relations with donors are based on the utmost probity and clarity. It is prohibited to give, offer or promise cash or other utilities or favours to public donors in Italy and in missions, which may reasonably be interpreted as exceeding the normal practice of courtesy. It is also prohibited to exercise undue pressure on public officials, public service officers, executives, functionaries or employees of both Italian and foreign public administrations or European or international public bodies or on their relations or cohabitants.

It is also prohibited to provide false declarations to the abovementioned subjects with a view to obtaining public subsidies, contributions or funds.

It is prohibited to destine any sums received from the abovementioned subjects in the form of subsidies, contributions or funds for any purpose other than that for which they have been disbursed. Private companies intending to support humanitarian projects even by the supply of goods or services, are required by the Organisation to safeguard human rights, worker rights and the environment. The Organisation refuses donations of either materials or cash offered by companies which produce or trade in armaments, pornography and any such pursuit oriented toward the exploitation of the human being and the deterioration of the environment.

Partner relations

The Organisation promotes and encourages the active participation of local partners in its activities for the implementation of humanitarian relief and the realisation of its purposes and objectives. The choice of partner (Agencies or Associations) is based on the following criteria:

- non-profit organisation
- independence from any imperium or ideology
- action in line with the Organisation's own ethical principles
- concurrence with the Ethical Code.

Local partners may be public; however, in this case they must ensure the Organisation's freedom of movement and decision with regard to its declared objectives and purposes.

The Organisation encourages the development of local organisations by enhancing and developing the competences and skills of individuals and communities, also with a view to providing continuity to humanitarian action.

Supplier relations

The Organisation privileges the procurement of goods, tasks or services for cooperation and humanitarian relief from technical and economic sources in the Countries of operation, pending assurance of its essential good quality.

The choice of suppliers and the procurement of goods, works and services is based on objective evaluation regarding competitiveness, quality, economy, price, integrity: principles set down in the Organisation's Model and Operations Manuals.

Recipients are obliged to adhere to these principles, just as they are obliged to conform to the Organisation's procurement provisions.

The Organisation reserves the right to adopt any suitable measure, including termination of contract, with regard to any supplier who breaks the law and violates human rights or whose behaviour otherwise damages the Organisation's image in carrying out activities on account of and/or in lieu of the Organisation.

Press and mass media relations

The Organisation communicates with the press and mass media solely through its Secretary General and delegated officers whose approach must be based on the utmost probity, availability and clarity. The Organisation's external communications must be factual, thorough, verifiable, non-aggressive, and respectful of individual rights and dignity.

Relations with control and auditing bodies (supervisory body, auditors, Internal Audit)

Relations with control and auditing bodies must also conform to principles of integrity, timeliness, probity and clarity. They must be given the maximum collaboration in avoidance of any sort of obstructionism. It is also prohibited to omit information or supply false documentation or make untrue statements or in any way impede or hinder these subjects from undertaking their control or auditing activities.

Relations with the Judiciary

It is prohibited to exercise any undue pressure on anyone summoned to render statements before the Judiciary, either with the purpose of preventing them from rendering their declarations or of inducing them into rendering false declarations.

It is prohibited to aid and abet anyone who has committed an illegal offence so that he/she may escape the authorities' inquiries or investigations.

Privacy: the use and protection of data

The Organisation guarantees the privacy of personal data in its possession and abstains from researching personal data, with the exception of a formal approval by interested parties and in any case always in conformity to the law. It ensures the use by Recipients of any personal data acquired in relation to their activities with the Organisation exclusively for the due purposes of their tasks.

Consequently, Recipients are obliged not to reveal to third parties any data concerning the Organisation's technical, organisational and financial assets; likewise, for all undisclosed data, except in the case in which this disclosure is laid down by law or other internal provisions.

The highest security level is ensured by the Organisation in its choice and use of information technology systems for personal and confidential data processing, in accordance with existing laws on privacy.

Corporate governance

The Organisation adopts a Corporate Governance system of regulations and procedures which set the guidelines for the forthright and responsible behaviour of all operators toward beneficiaries, donors, suppliers and all third parties, consistent with provisions in the Values Charter, the Model, the Ethical Code and internal Procedures. Consequently, it has set up a Supervisory Body of three advisers selected by the Members' General Meeting and a function of the Internal audit, as well as the certification of its Annual Financial Statement by an independent Auditing company, as per article 13 of the statute.

The Model, approved by Members in the 30 June 2009 General Meeting, also comprises the Ethical Code, the Values Charter, the risk assessments, and the Protocols for mission and project management.

Control systems

The Organisation's quality and effectiveness is a primary objective to be achieved by means of controls put in place starting from its organisation and internal management levels.

Empowerment at all levels jointly with the monitoring of the quality and effectiveness of these levels of responsibility must become a widespread culture.

Internal control must therefore be considered positively, given its potential contribution to improving the Organisation's quality, efficiency and effectiveness.

Internal control comprises any necessary or useful tool to address, support, improve and check the Organisation's activities with a view to ensuring conformity to the law, the Model and Procedures, so as to safeguard the Organisation's assets, manage its activities with maximum efficiency and provide accurate and complete accounts and financial data.

The realisation of an effective internal control system must constitute a common commitment at every organisational level. Consequently, all Recipients must apply the competent controls within their functions, and notify any malfunctions and possible improvements of the internal control system to the competent function (Internal audit).

The competent internal control functions must encounter no constraints or limits in their access to company data, files and assets in the execution of their mandate. Moreover, they are obliged to notify their proposals to the Supervisory Body concerning possible upgrading of risk management policies, measurement tools and existing procedures, also providing periodic reports on the results of their activity and any malfunctions encountered.

Book-keeping and statements, information sheets and similar documents

The Organisation applies the competent laws and regulations in the drafting of its balance sheet, also with reference to provisions issued by the Agency for non-profit organisations. It adopts all mandatory administrative/bookkeeping documents and mandatory information sheets for its donors.

The Organisation's bookkeeping conforms to universally established and regulated account management principles. Its annual statements are subject to certification by independent certified auditors. Information and

data provided to third parties and account management must guarantee veracity, clarity, precision, accuracy and thoroughness.

All Recipients are held to the maximum collaboration so that operations may be correctly and promptly accounted for in the Organisation's statements, thereby providing faithful and correct information on the Organisation's economic and financial situation and assets.

A back-up document must be kept for each record relating to a transaction. This documentation must define the motive for the operation which generated the record and the pertinent approval, where necessary. The back-up document must be readily available and stored according to provisions as per the protocols attached to the Model, so facilitating their consultation also by competent internal and external control bodies.

Human Resources

The Organisation considers human resources in Italy and countries of operation a fundamental element. Operators' dedication and professionalism are essential values and prerequisites for the achievement of the Organisation's purposes and objectives.

Consequently, the Organisation endeavours to develop operator competences so that each may fully express his/her potential.

Within this ambit, it provides operators with the same opportunities for professional growth, by means of a fair merit-based process excluding any discrimination based on sex, age, disability, religion, nationality, race or political and trade-union affiliations.

The Organisation adheres to the principles of the Universal Declaration of Human Rights and the European Convention on Human Rights, the Convention on the Right of the Child and the Convention on the Elimination of All Forms of Discrimination Against Women.

The Organisation endeavours to take due account of specific local issues in its choice of operators for the missions, so as to ensure the maximum level of security.

The Organisation endeavours to ensure:

- an adequate and functional working environment for its activities;
- a frank, collaborative and communicative context;
- a suitable behavioural context to promote the distribution and knowledge of the Organisation's objectives and to extend a positive influence on people's quality of life;
- the recognition and valorisation of individual competences and contributions to the achievement of common objectives;
- the adequate and clear circulation of information for the regular performance of activities and relating to the work organisation;
- suitable education processes for individual roles and tasks;
- an accurate protection of privacy;
- an adequate prevention and balanced management of any conflicts among operators, should they arise;
- a constant listening capacity toward any person who may be the object of action or behaviour which goes against the abovementioned principles;
- an adequate information to operators on living conditions and security in the countries of operation, as well as on preventive health measures to be taken.

Upon commencement of the working relationship each employee and collaborator receives due information on:

- 1) terms of reference for functions and duties to be performed;
- 2) legal elements and salary applicable to the specific work contract;
- 3) regulations and procedures for the working activity to be performed at the highest possible level of security.

Moreover, the Ethical Code is undersigned by every operator and the Organisation's Model and Protocols are made available.

Every operator must:

- respect the fundamental rights of human beings, with particular reference to the right of the child and to the elimination of any form of discrimination against women.

- adopt a behaviour and apparel considerate of colleagues, partners, uses, local cultures and confessions and which constantly reflect the dignity of his/her role, in line with the Organisation's principles;
- avoid the application of any discrimination in internal and external relations, and the use of any violence, threat, or abuse of authority which may reduce any person to a state of subjection.

It is prohibited for any operator to:

- become involved in military operations and political activities subversive of law and order;
- employment of minors in project activities;
- exercise even a legitimate conduct which may induce the authorities, partners and the population to sustain that such an involvement is taking place;
- exercise a conduct which may procure damage to the Organisation, even if to its image;
- adopt a behaviour which may be configured as a moral aggression and/or psychological persecution aimed at causing offence to the dignity and psychological and physical integrity of subordinates or at degrading the work environment (mobbing);
- exercise any kind of sexual harassment;
- have sexual relations with minors;
- enact payments or transactions incorrectly and counter to money laundering legislation and to spend or circulate counterfeit or altered monies, even if received in good faith.

The Organisation's behavioural guidelines and proscriptions are defined in the Model and adopted by the internal Protocols and Procedures.

Employment of the Organisation's assets and/or other donor assets

All operators are provided with material and immaterial assets such computers, printers, equipment, vehicles, software, know-how, strategic and financial plans, etc.

Their protection and conservation is of fundamental value for the protection of the Organisation's assets. The employment of these assets by practitioners must consequently be functional and exclusive to the organisation's operations and to the purposes approved by specific functions. Employees must treat and use these assets with due diligence, care and confidentiality in the course of their activities, and also prevent and impede an improper or fraudulent use by third parties.

Specifically:

- computers or laptops and relative programmes and applications are working tools to be safeguarded in an appropriate manner and to be returned together with all data and information pertaining to the executed task. The data and information must be returned in an orderly, identifiable and legible manner, also in the event of own personal computers having been used;
- regarding the use of the Internet, access to sites pertaining to assigned tasks is permitted as long as this does not delay their execution; the participation in forums or internet chat lines is prohibited, except for reasons pertaining to assigned tasks and in any case previously authorised;
- email addresses assigned to operators are also working tools; consequently, their use for reasons other than those pertaining to the execution of assigned tasks is prohibited, and specifically the mailing or storing of messages of an offensive or sexual nature are prohibited;
- with the exception of specific approval, it is prohibited to install and/or reproduce software and other materials safeguarded by the law: in fact, this activity exposes the doer to the risk of possible civil and criminal action, apart from being considered an improper use of corporate information technology resources;
- each operator is obliged to ensure the confidentiality of news items acquired during the course of their working activity and not published or placed in the Organisation's website.

Conflict of interest

Any decision regarding the Organisation's policies (procurement contracts, partnerships, personnel selection, etc.) must be taken in consideration of the Organisation's opportunities. It must consequently be based on solid assessment and never be dictated by direct or indirect personal interests.

In this light, the following exemplify possible issues which will be carefully monitored:

- relations or commercial negotiations with parties who employ or are controlled by relations or regular friends;
- direct or indirect possession of not merely symbolic quotas in companies which have or intend to have commercial relations with the Organisation or same sector operators;
- work provided to third parties, unless previously authorised by the Organisation, or in any case activities contrary to or incompatible with assigned duties.

Each issue which may constitute or determine a conflict of interest must be communicated promptly to a superior for the appropriate evaluation and direction.

It is moreover prohibited for operators to accept cash or other favours from third parties for advice or services rendered in connection to their relations with the Organisation.

Any remuneration for academic activity or participation in conferences, transmissions and such, is regulated by the internal provisions.

FINAL PROVISIONS AND IMPLEMENTATION

Communication and education initiatives

The principles outlined in the Code must be communicated to all personnel and must be subject to periodic communication and education initiatives.

Notification of Code infraction

Any infraction by operators of the Code's principles and provisions must be promptly notified to the Supervisory Body. A notification of infraction will be taken into account only in the presence of sufficient information to identify the terms of said infraction and to enable an appropriate inquiry by competent functions.

The Organisation acts in such a way as to safeguard the notifier against any repercussion, discrimination or retribution, also with regard to the confidentiality of his/her identity, excepting any obligation to the law and the protection of the rights of any person or persons wrongly and/or maliciously accused.

Consequences deriving from a Code infraction

Non-observance of guidelines set down in this document may provoke serious damage to the Organisation's assets and image.

The Organisation reserves the right to take any measures deemed necessary to safeguard its image and assets, by means of both sanctions and legal processes.

Conformity to the Code's restrictions

The present Ethical Code was passed by a vote of the Members' General Meeting on 30 June 2009.

Any update, change or addition to the Code must receive the Board's prior approval.

A copy of the Ethical Code is handed to the Recipients for their undersigning and is available for on-line consultation in the website.

Sincerely,

For having read and acceptance

Name and position of the authorized signatory:

Signature:

Place and Date:

Company Stamp:



Beirut, Lebanon
The 3rd of July 2018

TO WHOM IT MAY CONCERN

Object: Assessment directed to the registration of your company in INTERSOS list of Prequalified Suppliers in Lebanon

With this communication, we invite you to fill in the assessment questionnaire and to read and accept by signing the declaration (the two attached documents). This will enable us to evaluate your possible registration in the list of PRE-QUALIFIED SUPPLIERS of our organization in Lebanon.

These two documents have to be submitted as part of the dossier of this tender (tender reference number: Cont/07/18/BEI and FWA04/18/BEI, maximum, the 23rd of July, 2018).

The INTERSOS Head of Mission, assisted by the Logistics assistant, will undertake the assessment. Suppliers' information that comply with the requirements needed for the registration will be included in our list of Prequalified Suppliers. The registration in our list of Prequalified Suppliers is understood as automatically accepted. If the registration is rejected, your company will be informed in written form within 30 days from the above tender's last submission date of the dossier (i.e. the 23rd of July, 2018) in a separate email from the actual tender's result.

Regards,

INTERSOS Lebanon representative

Alexander Devort
Head of Mission

A handwritten signature in blue ink, which appears to be "Alexander Devort", is written over a blue rectangular stamp. The stamp contains the word "INTER" followed by a globe icon and the word "SOS".

Our ref: Cont/07/18/BEI
FWA04/18/BEI

COVER LETTER FOR TENDER DOSSIER

Beirut, Lebanon – the 3rd of July 2018

Subject: Invitation to Bid for the “Construction of Fire Safety Water Reservoir in Haret Hreik” and “Provision of street LED light bulbs”

Project Code: **UNHCR 3468**

Project Title “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon”

Dear Manager,

As per your request to join this national open tender, please find enclosed the following documents which constitute the tender dossier:

Tender Dossier

- Cover Letter for Tender Dossier
- Instruction to Tenderers
- ANNEX 1 – Tender Form
- ANNEX 2– Tender Declaration
- ANNEX 3– Schedule of Price
- ANNEX 4– Schedule of Works
- ANNEX 5A–Contract Draft Sample (Lot 1)
- ANNEX 5B–Contract Draft Sample (Lot 2)
- ANNEX 6A– General Conditions (Lot 1)
- ANNEX 6B– General Conditions (Lot 2)
- ANNEX 7A– Special Conditions (Lot 1)
- ANNEX 7B– Special Conditions (Lot 2)
- ANNEX 8 – Capacities Statement
- ANNEX 9 – Administrative Evaluation Grid Sample
- Supplier’s Pre-Qualification Documents (Three Files: Invitation, Assessment, Declaration)
- Envelope for Tender Submission (if tender provided to tenderer by hand)

For lot 1, a Mandatory visit is held on the project’s sites on Monday 16 July 2018. If a tenderer will not attend, the offer for lot 1 will be rejected during the administrative evaluation.

Any request for clarification must be received by the contracting authority in writing **maximum the 17th of July 2018 CoB**. The Contracting authority will reply to tenderers’ questions **the 18th of July, 2018**. No additional clarification will be provided after this date.

If, either on its own initiative or in response to a request from a tenderer, the contracting authority provides additional information on the tender dossier, it will send that information in writing to all tenderers at the same time.

Costs incurred by the tenderer in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Tenderers on **23 July, 2018(before 12:00 PM of that day)**

Sincerely yours,

The Contracting Authority:
Marta Tremolada

Project Manager – UNHCR programme / Head of Base – Mount Lebanon

PP Alexandre JEB&C


INSTRUCTIONS TO TENDERERS

**Reference: Cont/07/18/BEI
FWA/04/18/BEI**

**CONTRACTING AUTHORITY:
INTER SOS Lebanon – Wash/Shelter Department**

PURPOSE:

“Construction of Fire Safety Water Reservoir in Haret Hreik”

and

“Provision of street LED light bulbs”

FINANCING:

This works contract will be financially covered by the Intersos Beirut/Mount Lebanon UNHCR project which is funded by UNHCR.

By submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this work contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, work contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

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List of Annexes

ANNEX 1	Tender Form
ANNEX 2	Tender Declaration
ANNEX 3	Schedule of Price
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ANNEX 5 A	Contract Draft Sample (Lot 1)
ANNEX 5 B	Framework Agreement Sample (Lot 2)
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ANNEX 7 A	Special Conditions (Lot 1)
ANNEX 7 B	General Conditions (Lot 2)
ANNEX 8	Capacities Statement
ANNEX 9	Administrative Evaluation Grid Sample
Supplier's Pre-Qualification Documents	Three Files: Invitation, Assessment, Declaration

- + Tender notice
- + Cover Letter
- + Instruction to Tenderers
- + Envelope for Tender Submission (if tender provided to the tenderer by hand)
- + Drawings (for lot 1)
- + Visibility Logos samples

IMPORTANT NOTE FOR THE TENDERERS

Please note that the following documents must be submitted maximum the 23rd of July 2018, before 12:00 PM, otherwise you will not be admitted to the tender:

- ANNEX 1 - Tender Form: filled, dated, signed and stamped
- ANNEX 2 - Tenderer Declaration: filled, dated, signed and stamped
- ANNEX 3 - Schedule of Price: filled, dated, signed and stamped
- ANNEX 4 - Schedule of Works: filled, dated, signed and stamped
- ANNEX 8 – Capacities Statement: filled, dated, signed and stamped
- Timetable of the activities
- Certificates of work completion for similar works
- Certificate of Registration: issued by the Lebanese Ministry of Finance

AND the additional documents as described in article 14. **Required content of tenders**

Important Note Regarding the Packaging of the Tender

All the tender documents have to be delivered in two separate envelopes:

- Envelope A: Technical offer
- Envelope B: Financial offer

The envelopes should be properly **sealed (glued), signed and stamped**, bearing in written as described in detail in Article 13.

The tenders must be received at the INTERSOS Office: **Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut**

Important Notice Regarding Transparency

If Tenderers have any concerns about illegal or suspected malpractice, unethical or improper behaviour not compliant with INTERSOS Rules and Ethic clause, INTERSOS Lebanon encourages them to raise the issue.

Tenderers shall report any suspected fraud or misconduct related to this tendering process, or questionable business practices on procurement.lebanon@intersos.org. INTERSOS Lebanon will take the concerns seriously. Access to this email address is limited to 2 individuals of INTERSOS Lebanon. Anonymity and non-disclosure of the identity is guaranteed.

Investigation efforts will be devoted to the cases that are able to provide tangible and documented evidences upon request.

1. Works to be conducted

1.1 The subject of the work contract is the rehabilitation of collective shelters as detailed in the BoQs in annex 3 (schedule of price) according to the breakdown of the following lots:

LOT #	Description
LOT 1	Construction of Fire Safety Water Reservoir in Haret Hreik, as detailed in the annexed BoQ (see annex 3)
LOT 2	Provision of street LED light bulbs to different locations in the Union of Municipalities of Southern Suburbs of Beirut, as detailed in the annexed BoQ (see annex 3)

The office of INTERSOS Lebanon in Beirut asks your company to provide an offer for the purpose of a potential contract for the above mentioned description as per each lot.

Please note that the contracting authority reserves the right to withdraw one or more lots from the scope of the works of the tender, at any time prior to the award of the contract, without thereby incurring any liability.

- 1.2 In addition to complying to the technical BoQs shown in the Schedule of Price (annex 3), the financial offer should clearly state that the offered unit prices are:
1. Valid till 31/12/2018.
 2. Suitable with the works to be conducted at the sites identified by the contracting authority.
 3. Respecting all safety conditions.
 4. Respecting a warranty of 90-days after the total completion of the works.
- 1.3 Please note that for lot 1, a site visit organized by the Contracting Authority shall be conducted before pricing. Potential contractors are requested to attend as per the locations and dates shown in Art 2. For such a matter, **please coordinate with Intersos' CSP Officer Nadine Najjar at +961 81315254 to organize the visits.** Such site visit is mandatory. If a tenderer will not attend, the offer will be rejected during the administrative evaluation for lot 1.
- 1.4 Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for all the sections related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

2. Timetable

All the tender documents have to be delivered in the envelope provided with the dossier **properly sealed, signed and stamped** to the following address:

Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut

Your envelopes shall bear:

- The address of Intersos: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut
- The reference code of this tender procedure: **Cont/07/18/BEI and FWA/04/18/BEI**
- The words: **“Not to be open before the tender opening session”**

Closing deadline

Time **12:00 PM** Date **The 23rd of July 2018**

Please return back to INTERSOS the documents as per the Art 14 as indicated in that article and as indicated on the first page of this document under "important note for the tenderers" to the address indicated above. Any application received after the stated deadline shall not be considered.

ACTIVITY	DATE	TIME ¹
Site(s) visit: Haret Hreik	16 th of July, 2018	10:00 AM
Deadline for requesting any clarifications from the contracting authority	17 th of July, 2018	17:00 PM
Last date on which clarifications can be issued by the contracting authority	18 th of July, 2018	17:00 PM
Deadline for the submission of tenders	23 rd of July, 2018	12:00 PM
Tender opening session	24 th of July, 2018	12:30 PM
Tender evaluation session	25 th of July, 2018	01:30 PM
Awarding of the contract	Average of 10 working days after the evaluation session	
Commencement of the work	Lot 1: Expected to be in the middle of August Lot 2: Expected in the middle of August	

¹ All times are in the time zone of the country of the Contracting Authority

3. Participation: rules and ethics clauses

- 3.1 Participation in tendering is open on equal terms to all legal persons that comply with the eligibility requirements in conditions of parity and with no discrimination.

In order to support local economies (those of the intervention countries) preference is given to suppliers from the areas where the operations are to be implemented so long as the products/works available are of the required quality and are competitively priced. In general, in the event of technically conforming products/works with the same price, the work contract will be awarded to the local tenderer.

The eligibility requirements inclusive also apply to all partners in a joint venture/consortium, all subcontractors and all suppliers to tenderers. Tenderers must provide evidence of their status.

The participants may present themselves as individual tenderers or as a group (consortium) of tenderers. 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 work contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

Legal persons are not entitled to participate in competitive tendering or be awarded the work contract if:

- a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
- c) They have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata (i.e., against which no appeal is possible);
- d) They are guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- e) They have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
- f) They have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
- g) They are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or the work contract;
- h) They have been declared to be in serious breach of a work contract for failure to comply with obligations in connection with another work contract with the same Contracting Authority or another work contract financed with the same Donor's funds;

- i) They, or any of their employees, affiliates or sub-contractors, are in one of the situations allowing exclusion referred to in the Ethics Clauses (paragraph below), in connection with the tender or contract. Referring to **Child protection**, they, or any of their employees, affiliates or sub-contractors, do not utilise child labour or are involved in any other practice that can harm or is likely to cause harm to children. The ILO Convention No. 138 on the minimum age for admission to employment and work (Version 1973) guides INTERSOS with the following definitions: 1) Hazardous Work: work which is likely to jeopardize children's physical, mental or moral health, safety or morals should not be done by anyone under the age of 18; and 2) Light Work: children between the ages of 13 and 15 years old may do light work, as long as it does not threaten their health and safety, or hinder their education or vocational orientation and training. Referring to **Protection from Sexual Exploitation and Abuse**, they, or any of their employees, affiliates or sub-contractors do not utilise sexual exploitative or abusive practices, or are involved in any other humiliating, degrading or exploitative behaviour.
- j) They are in one of the situations allowing exclusion referred to in the **Ethics Clauses** in connection with the tender or the work contract.

Ethical Clauses

- a) INTERSOS POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR: INTERSOS require that a contractor guarantees that he **is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines** or any component produced primarily for the operation thereof, and that the contractor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the **“UN Convention on the rights of the child”**.
- b) Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- c) When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the work contract, the contractor must immediately inform the Contracting Authority.
- d) The contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- e) For the duration of the work contract, the contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.
- f) The contractor may accept no payment connected with the work contract other than that provided for therein. The contractor and his

staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

- g) The contractor and his staff are obliged to maintain professional secrecy for the entire duration of the work contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.
- h) The work contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the work contract.
- i) The contractor shall refrain from any relationship likely to compromise its independence or that of his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the work contract without further notice and without the contractor having any claim to compensation.
- j) The Contracting Authority reserves the right to suspend or cancel the work contract if 'corrupt practices' are discovered at any stage of the award process or during the implementation of the work contract itself. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a work contract or implementation of a work contract already concluded with the Contracting Authority.
- k) Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, tenderer or contractor from other contracts. The individual or company in question must be informed of the fact in writing.

The Contracting Authority is responsible for checking whether or not suppliers, as legal persons, and legal representatives, as natural persons, are in the lists released by anti-money laundering and counter-terrorism authorities.

4. Origin

- 4.1 No limit

5. Type of contract

5.1. Lot 1

The contracting authority and the winning bidder will sign a work contract. The works shall begin within a maximum of 7 days from the signature of the contract and must be completed within three months from the start.

The construction works are subject to inspection by INTERSOS Shelter staff or delegate with the support of INTERSOS logistics unit staff. Site inspections may be conducted anytime in order to assess the progress of works and duly authorize payments.

Payments will be processed only if works are correctly certified and approved by INTERSOS via a certificate of acceptance (intermediate or final).

5.2. Lot 2

The contracting authority and the winning bidder will sign a framework contract for the on-demand delivery of the materials, as described in Annex 3, by means of Purchase Orders. The delivery shall take place within a maximum of 1 month from the receipt of the purchase orders.

All communications related to quantities to be delivered and delivery locations must be put into writing location is according to Annex 4

The materials are subject to inspection by INTERSOS Shelter staff or delegate with the support of INTERSOS logistics unit staff. Site inspections may be conducted anytime in order to assess the delivery and duly authorize payments.

The transportation cost of materials has to be included in the pricing.

Payments will be processed only if materials are correctly delivered and approved by INTERSOS via a certificate of acceptance (delivery note).

6. Currency

Tenders must be presented in LBP (Lebanese Pounds)

Prices are VAT excluded.

7. Method of Payment

7.1 Lot 1

The payment will be divided into three instalments:

1. Pre-financing: 10% of the contract value, provided that an advance guarantee is provided as per Article 11 of the Special Conditions (Annex 7).
2. Interim payment: 40% of the contract value after the completion of 50% of the works
3. Final payment: 50% after the total completion of the works

The payment will be made as specified in the special conditions (ANNEX 7, Art. 26).

Payment shall be made by a bank transfer and shall be authorised and made by INTERSOS' Head of Mission in Beirut. They shall be deemed to have been made on the date on which they are debited to this authority's account.

7.2 Lot 2

Payments will be made after the inspection of the Shelter team or its delegates. No payment will be processed if the correct delivery of goods is not documented by the delivery note.

Payment shall be made by bank transfer and shall be authorised and made by INTERSOS' Head of Mission in Beirut. They shall be deemed to have been made on the date on which they are debited to this authority's account.

Payments shall be made in LBP that is 100% of the total amount of goods purchased through purchase orders and correctly delivered.

In order to obtain payments, the Supplier must forward to the authority:

- a) the invoice
- b) a copy of the purchase order (which must be put into written and can be done by email)
- c) a copy of delivery note signed by the Contractor, Intersos CSP Officer, WASH and Shelter Manager, or logistics staff

- d) Payment shall be made within 7 days of the date of receipt of these documents in good and due form.

8. Acceptance of the offer and variation

Intersos reserves the right to accept the offer completely or partly. Intersos also reserves the right to vary the quantities according to project needs. The variation will be up to 25% of the total value of the contract. Such a variation will be based on the relevant BoQ of Annex 3 – Schedule of Price.

9. Incomplete or inconsistent offers

Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for all the sections related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

10. Delay in execution

10.1 Lot 1

The construction works must start within one week from the signature of the contract and must be completed within three months from the start. For any delay in execution, see article 21 of Annex 7 – General Conditions.

10.2 Lot 2

The delivery of the material shall be completed within 1 month from the receipt of the Purchase Order from the contracting authority. For any delay in execution, see article 21 of Annex 7 – General Conditions.

11. Period of validity

- 11.1 Tenderers shall be bound by their tenders for a period of **120** days from the deadline for the submission of tenders.
- 11.2 In exceptional circumstances and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing for an extension of this period of **40 days**.

12. Language

The tender and all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English language.

13. Presentation of tenders

Tenders must be received before the deadline specified in the tender notice and Article 2. Tenders must comply with the following conditions:

- 13.1 All tenders must be received at Intersos Office in Beirut before the deadline date and time.
- 13.2 The tenders must be received in two separate envelopes:
- Envelope A: Technical offer
 - Envelope B: Financial offer

The content of each envelope is described in details in Article 13.

13.2 The envelopes should be properly **sealed (glued), signed and stamped**.

The envelope A (Technical offer) must bear:

- The address of Intersos: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut
- The reference code of this tender procedure: **Cont/07/18/BEI** and **FWA/04/18/BEI**
- The words: **“Technical Offer”**
- The words: **“Not to be open before the tender opening session”**

The envelope B (Financial offer) must bear:

- The address of Intersos: Badaro, Sami El Solh Street, George Younes Building, second floor, South East Beirut
- The reference code of this tender procedure: **Cont/07/18/BEI** and **FWA04/18/BEI**
- The words: **“Financial Offer”**
- The words: **“Not to be open before the tender economical evaluation session”**

14. Required content of tenders

All tenders submitted must comply with the requirements in the tender dossier. All the mandatory documents must be submitted in compliance with the requirements; otherwise they will not be admitted to the tender's evaluation.

Envelope A (technical offer) comprise:

<u>Sub article</u>	<u>Document Name</u>	<u>Description</u>	<u>Mandatory?</u>
14.1	Instruction to tenderers	Detailed Instruction to tenderers	YES - filled, dated, signed and stamped
14.2	ANNEX 1 – Tender Form	Summary of the tender.	YES - filled, dated, signed and stamped
14.3	ANNEX 2 – Tenderer's Declaration	A declaration declaring that the tenderer is not in any of the situations listed in this Instructions to Tenderers.	YES - filled, dated, signed and stamped
14.4	ANNEX 4 – Schedule of Works	Which includes the timing and the location of the works	YES - filled, dated, signed and stamped
14.5	ANNEX 8 – Capacities Statement	Which details and lists the resources owned by the tenderer and proposed for the contract (e.g. staff, plants, vehicles) in addition to a previous work history	YES - filled, dated, signed and stamped
14.6	Certificate of Registration	Issued by the Lebanese Ministry of Finance.	YES

14.8	Timetable of the activities	As described in details in Annex 4	YES
14.9	Company profile	As described in details in Annex 8	NO, but preferable
14.10	CV of key personnel	As described in details in Annex 8	YES if applying for lot 1
14.11	Datasheets of material proposed for lot 2	Detailed datasheet with pictures (in the datasheet or attached) and specifications about the material proposed for lot 2	YES if applying for lot 2
14.12	Certificates of work completion for similar works	As described in details in Annex 8	YES
14.13	Official Letter (letter head) from the vendor (company) stating the name of the manager of the company with copy of ID card in attachment.		If first application and available: dated, signed and stamped
14.14	Commercial certificate issued by the Chamber of Commerce.		If first application and available
14.15	VAT Certificate.		If first application and available
14.16	Supplier's Pre-Qualification Documents		If first application: 1.Assessment (properly filled, dated, signed and stamped) 2.Declaration (properly filled, dated, signed on every page and stamped on every page)

Envelope B (Financial offer) comprise:

<u>Sub article</u>	<u>Document Name</u>	<u>Description</u>	<u>Mandatory?</u>
14.17	ANNEX 3 – Schedule of Price	Which includes the BoQ, with both unit prices and the total prices (all inclusive of all possible incurred expenses and quoted without any VAT amount ² – please refer to this annex for more details).	YES - filled, dated, signed and stamped

In case of consortium the above documentation shall be produced by all consortium members or by the enterprise which intends to participate to the consortium.

² The bidder must quote the unit cost and the total cost without any VAT amount since Intersos is exempted from paying the VAT tax for all UNHCR-funded projects (and proper documentation shall be provided as a proof)

15. Pricing

Tenderers must quote unit prices and total prices for their tenders and shall be inclusive of all possible expenses related to the supplies and services indicated in the BoQs shown in Annex 3 – Schedule of Price. Please note that discounts are not allowed and so a tenderer has to provide their complete amount per lot. The economical evaluation will be based on each lot.

Tenderers have the right to submit an offer for either one or more than one lot. However, the tenderer who is pricing a lot must quote for all the sections (i.e. collective shelters and common areas) related to this lot. Incomplete pricing of a certain lot (i.e. pricing for all its sections) or inconsistent offers will not be taken in consideration.

Intersos reserves the right to proceed with the awarding of the contract in case if only one valid and compliant offer was received

16. Additional information before the deadline for submission of tender

If the contracting authority, either on its own initiative or in response to the request of 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 maximum by **the 17th of July, 2018**, specifying the publication reference and this tender title.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers **maximum by the 17th of July, 2018**. No additional clarification will be provided 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.

17. Tender validity

- 17.1 Tenders must remain valid for a period of 120 days after the deadline for submission of tenders.

18. Alteration or withdrawal of tenders

- 18.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.
- 18.2 Any notification of alteration or withdrawal shall be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 18.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10 and the expiry of the tender validity period.

19. Costs of preparing tenders

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

20. 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, unless withdrawn according to article 14.

21. Joint venture or consortium

- 20.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract; each person must sign the tender and shall be jointly and severally liable for the tender and any subsequent contract. Those persons shall designate one of their number 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 consent in writing of the contracting authority.
- 20.2 The tender may be signed by the representative of the joint venture or consortium only if he 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 **within the 30 days following the award of the work contract**. 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. Each member of such joint venture or consortium must provide the proof required under Article 3.

22. Opening of tenders

- 21.1 The opening and examination of tenders is for the purpose of checking:
 - a) whether the tenders are complete,
 - b) and whether the tenders are generally in order.
- 22.2 The tenders will be opened in a public session by the committee appointed for the purpose. Tenderers shall be formally invited beforehand.
- 22.3 At the tender opening must be announced:
 - a) the tenderers' names,
 - b) the tenderers' total prices,
 - c) written notifications of modification and withdrawal (if any),
 - d) and other information as the contracting authority may consider appropriate.
- 22.4 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 work contract(s) can be disclosed.
- 22.5 In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the opening committee, to provide clarifications **within 48 hours**. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the work contract or distorting competition.
- 22.6 Any attempt by a tenderer:
 - 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 work contract(s)

will result in the immediate rejection of his tender.

- 22.7 All tenders received after the deadline for submission will be kept by the contracting authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

23. Evaluation of tenders

- 23.1 The aim at this stage is to check if the suppliers' capacities are compliant with the minimum economic, financial, technical and professional requirements and that the 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 would affect the scope, quality or implementation of the works,
- differ widely from the terms of the tender dossier,
- limit the rights of the contracting authority or the tenderer's obligations under the potential contract
- or distort competition for tenderers whose tenders do comply.

Decisions to the effect that a tender is not technically 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.

In the interests of transparency and equal treatment and without being able to modify their tenders, tenderers may be required, at the sole written request of the opening committee, to provide clarifications **within 48 hours**. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the work contract or distorting competition.

Any attempt by a tenderer:

- 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 work contract(s)

will result in the immediate rejection of his tender.

- 23.2 **Evaluation/awarding of tenders shall be done by lot and a tenderer may win one or more than one lot.**

23.3 **Administrative compliance**

Please note that if a tenderer has a previous negative experience and record with Intersos, the tenderer can then be excluded at this stage (i.e. administrative compliance).

After the opening session, tenders shall be subject to an administrative assessment where the content of the tender is evaluated by the evaluation committee in terms of:

1. Checking if the tender dossier is complete; all the required documentations (see article 14 for all the required documents) are provided and properly filled, dated, signed and stamped.
2. The evaluation committee will rule on the administrative compliance of each tender, classifying it as administratively compliant or non-compliant.

23.5 Technical Evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee then examines the technical offers, while the financial offers remaining sealed. When evaluating technical offers, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid.

Technical evaluation grid

- **Lot 1:**

	Criteria	Maximum score
1	List of Similar Works	40
2	Company annual turnover	10
3	Human resources and equipment/plant proposed	20
4	CVs of Key Personnel	10
5	Work plan, timetable	20
	Total maximum score	100

- **Lot 2:**

	Criteria	Maximum score
1	List of Similar Works	30
2	Company annual turnover	15
3	Quality of material proposed	30
4	Timetable	15
5	Warranty	10
	Total maximum score	100

- 23.6 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of his tender. The request for clarification and the response must be in writing only, 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 pursuant to sub-article 23.4. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

23.7 Economic evaluation

Upon completion of the technical evaluation, the envelopes containing the financial

offers for tenders that were not eliminated (i.e. those that were administratively compliant) are opened and all the originals of these financial offers are initialed by the chairperson and the secretary of the evaluation committee.

The evaluation committee has to ensure that the financial offer satisfies all formal requirements.

A financial offer not meeting these requirements may be considered inadmissible and be rejected. Any rejection on these grounds must be fully justified in the evaluation report. The evaluation committee checks that the financial offers contain no obvious arithmetical errors. Any obvious arithmetical errors are corrected without penalty to the tenderer.

Lot 1:

The tender with the lowest total offer receives 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest offer / offer of the tender being considered) x 100

Lot 2:

The tender with the lowest total offer receives 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest offer / offer of the tender being considered) x 100

23.8 Conclusions of the evaluation committee

The best value for money is established by weighing technical quality against price:

Lot 1:

The best value for money is established by weighing technical quality against price on a 60/40 basis.

This is done by multiplying:

- the scores awarded to the technical offers by 0.60
- the scores awarded to the financial offers by 0.40

Lot 2:

The best value for money is established by weighing technical quality against price on a 50/50 basis.

This is done by multiplying:

- the scores awarded to the technical offers by 0.50
- the scores awarded to the financial offers by 0.50

The resulting, weighted, technical and financial scores are then added together to find the tender with the highest score, i.e. the best quality-price ratio. The Evaluation Committee's recommendation shall be to award the contract to the tender achieving the highest overall score on the condition that the documentary evidence submitted by the tenderer for the exclusion and selection criteria are verified and admitted.

Award Criteria

The work contract(s) will be awarded to the offer with the best quality-price ratio among administratively compliant offers, based on the lot-by-lot evaluation

24. Signature of the contract

- 24.1 Within **5** days of receipt of the work contract signed by the contracting authority, the selected tenderer shall sign and date the work contract and return it to the contracting authority. For lot 1, there shall be the **advance guarantee (performance guarantee)**.
- 24.2 If he fails to sign and return the work contract within **2** 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.
- 24.3 The other tenderers will be informed that their tenders have not been accepted, by means of a standard letter, explaining whether or not their tender was administratively and technically compliant and indicating its relative shortcomings.
- 24.4 The corresponding work contract award notice will be published in the same vein tender notice.

25. Advance guarantee (Performance Guarantee)

The successful tenderer of lot 1 must provide an advance guarantee equal to 10% of the value of the contract. The guarantee must be presented within 5 days of the receipt of the success letter of the award of the contract and the signed work contract from the Contracting Authority. Should the selected tenderer prove incapable of providing this guarantee within the stipulated deadline, then the work contract shall be void, and the contracting authority shall draw up and send a new work contract to the second ranked tenderer. The advance guarantee will be released **within 90 days** of the issue of the final acceptance certificate to guarantee the 90-days warranty.

26. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the contracting authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes shall be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall 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 even if the contracting authority has been advised of the possibility of damages. The publication of a tender notice does not commit the contracting authority to implement the programme or project announced.



Phone number: 01-382177

The Tenderer

Date

Name

Title

Address

Signature and Stamp

SUPPLIERS' ASSESSMENT QUESTIONNAIRE*

Description of goods sold (single products or products categories)

-
-
-
-
-
-
-
-
-

Description of services supplied

-
-
-
-
-
-
-
-
-

SUPPLIERS' ASSESSMENT QUESTIONNAIRE*

1. COMPANY GENERAL DATA

1.1 COMPANY NAME AND LEGAL STATUS _____

1.2 LEGAL RESIDENCE _____

1.3 ADMINISTRATIVE HEADQUARTERS _____

1.4 DATE OF ESTABLISHMENT _____

1.5 CAPITAL STOCK (USD) _____

1.6 FISCAL CODE _____

1.7 VAT code (Submit the documentation)

1.8 CHAMBER OF COMMERCE or other AUTHORITY (Submit subscription code and documentation related) _____

1.9 LEGAL REPRESENTATIVE (NAME) _____

1.10 IS THE PERSON APPLYING A LEGAL EMPLOYEE OR REPRESENTATIVE OF THE

YES

NO

1.11 PERIPHERIC OFFICES (Location) _____

1.12 PHONE NUMBER _____

1.13 E-MAIL _____

1.14 WEBSITE _____

SUPPLIERS' ASSESSMENT QUESTIONNAIRE*

2. ADD COMPANY INFORMATION

HUMAN RESOURCES

TOTAL _____

WORKERS _____

EMPLOYEE _____

MANAGERS _____

2.1 SALES FIGURES

SALES FIGURES (LAST YEAR) _____

SALES FIGURES (YEAR N-2) _____

2.1 THREE MAIN CUSTOMERS

1) _____

2) _____

3) _____

2.1 MAIN SUPPLIERS

2.2 BANKING REFERENCES

SUPPLIERS' ASSESSMENT QUESTIONNAIRE*

3. PRODUCT SALES

THIS SECTION MUST BE CUSTOMIZED, BY ADDING QUESTIONS, ACCORDING TO THE TECHNICAL CRI

3.1 DOES YOUR COMPANY PUBLISHES ITS OWN CATALOGUES REGULARLY? YES _____ NO _____

3.2 CAN YOUR COMPANY SUPPLY THE CATALOGUES OF THE FIRMS IT REPRESENTS UPON REQUEST? YES _____ NO _____

3.3 DOES YOUR COMPANY POSSESSE A SALES NETWORK? YES _____ NO _____ NUMBER OF AGENTS _____

3.4 DOES YOUR COMPANY CARRY OUT ANY FINAL CONTROL BEFORE THE SHIPMENT/DELIVERY OF THE PRODUCT? YES _____ NO _____ ARE SUCH CONTROL REGISTERED IN ANY WAY? YES _____ NO _____

3.5 CAN YOUR COMPANY SUPPLY RELEVANT DOCUMENTATION CONCERNING THE QUALITY OF THE PRODUCTS IT SELLS? YES _____ NO _____

PLEASE STATE THE TYPOLOGY OF DOCUMENTATION THAT YOUR COMPANY CAN PROVIDE CONCERNING THE QUALITY OF PRODUCTS

CERTIFICATE OF ORIGIN	CONFORMITY DECLARATION
QUALITY DECLARATION OF GOODS	GOODS' SECURITY DOCUMENTATION

SUPPLIERS' ASSESSMENT QUESTIONNAIRE*

4. MEASUREMENTS CONCERNING THE QUALITY MANAGEMENT SYSTEMS AND ITS IMPROVEMENT

4.1 DOES YOUR COMPANY MANAGES NON-CONFORMITY CASES IN A CONTROLLED MANNER?	YES	NO
4.2 IS THERE A MANAGER RESPONSIBLE WHO MONITORS NON-CONFORMITIES IN ORDER TO IMPROVE THE PRODUCTION PROCESS? Please Name and Contact	YES	NO
4.3 WHEN FACING SERIOUS OR REPEATED NON-CONFORMITIES, DOES YOUR COMPANY IMPLEMENT ADEQUATE CORRECTIVE MEASURES?	YES	NO
4.4 IS THERE A REGISTRY TO RECORD CUSTOMERS' COMPLAINTS	YES	NO
4.5 IS CUSTOMERS' SATISFACTION PERIODICALLY ASCERTAINED?	YES	NO

Place and date of questionnaire completion	Stamp and signature of the legal representative
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* The data considered sensitive by the interested party, must be submitted separately in a closed envelope together with the questionnaire. The envelope will eventually be opened only after technical evaluation. In case of non-selection override the envelope will be returned to the supplier integrates as received.



Visibility Logos Samples

**“Construction of Fire Safety Water Reservoir in Haret Hreik”
and
“Provision of LEB light bulbs””**

Reference Number: Cont/07/18/BEI

FWA04/18/BEI

Project Code: UNHCR 3468

Project Title: “Ensuring the basic and fundamental rights of Syrian Refugees, in Mount Lebanon, Iraqi and other Nationalities in Lebanon

INTERSES

INTERSES



UNHCR

المفوضية السامية للأمم المتحدة
لشؤون اللاجئين

+ Logo of the Municipality of Union of Municipality of Southern Suburbs of Beirut (will be shared later)