

SECTION II: Book of Specific Administrative Clauses

Article 01: Purpose of the call for tenders

The purpose of this contract is the selection of a construction company/team which will be in charge of the construction/rehabilitation of sidewalks at the port of Batroun (project pilot area #6).

Article 02: Regulatory framework

This contract is subject to all legislative, regulatory, administrative, and technical texts in force in Lebanon concerning the award of public contracts in the framework of international cooperation projects.

Article 03: Contractual documents

The mission that is the subject of this contract will be carried out in accordance with the clauses and conditions of the documents below:

- i. The Submission that constitutes the Act of commitment.
- ii. The Pricelist.
- iii. The Conditions of the Call for Tenders (C.C.T).
- iv. The Booklet of Specific Administrative Clauses (B.S.A.C).
- v. The Terms of References (T.O.R).

In case of contradiction or difference between the constituent parts of the contract, the order of priority is the one listed above.

Article 04: Consideration of the prices

The prices quoted in the price list, attached hereto, are deemed firm and non-revisable throughout the performance of the contract, and may not vary in any way after the conclusion of the contract.

The present contract has been concluded based on a fixed price list. The unit prices of this contract are fixed prices. They include all the expenses of the contract holder without exception to carry out all the services provided for in the present contract, the profit as well as all duties, taxes, overheads, incidental expenses, and in general all expenses and constraints which are the necessary consequence, direct and indirect, of carrying out the entire study which is the subject of the present contract.



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Article 05: Time limits for the performance of the service

The overall deadline for the contractor's intervention is thirty (30) calendar days. The approval periods separating the phases are included in the overall timeframe.

Article 06: Method of payment for services

Payments will be made, against presentation of an invoice in three original copies, by transfer to the bank account indicated in the Act of Commitment (submission), or in cash. The amount shall be paid as follows:

Payment due date	Amount (%)
Final acceptance of Phase I deliverables (designs, sketches) including all necessary documents.	20%
Execution of concrete works of the sidewalk and submission of all proofs (invoices, field examination, photos from the site, etc.).	30%
Finalization of finishing works and submission of all proofs (invoices, field examination, photos from the site, etc.).	30%
Approval of constructions' conformity with the terms of reference by an independent consultant.	20%

Payments will be made exclusively by the body in charge of the Management of the project in PP6/MPWT, within the purpose of the budget allocated to it.

Article 07: Penalties for delay

The contract holder undertakes to comply with the time limits set out above. If these deadlines were not respected, a late payment penalty will be applied on the basis of 1/1000th of the total amount of the order per day of delay, including Sundays and public holidays. The said penalties will be capped at 5% of the amount of the contract. When this ceiling is reached, MPWT/PP6 reserves the right to cancel the present agreement without the contract holder being able to raise any dispute or claim any compensation.

Article 08: Cessation of services

PP6/MPWT reserves the right to limit itself to any phase or to stop the services at any phase without the contract holder being able to take advantage of any right, compensation, or remuneration, and this by simple written notice.



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However, PP6/MPWT will pay to the contract holder the totality of the sums due at the date of the stop. The payment will only consider the services of the last mission carried out in accordance with the Price Sub-Details, and in this case the contract holder is required to present PP6/MPWT with the necessary proofs.

Article 09: Settlement of disputes

The clauses related to the settlement of disputes and litigations contained in the Booklet of General Administrative Clauses (BGAC) are applicable to the contract of the mission.

Any dispute or litigation between the two parties which could not be settled amicably, will be submitted to the competent jurisdictions.

Article 10: Cancellation

In addition to the cases of termination provided for by the regulations, the contract will be terminated at the fault of the contract holder in case of serious breaches of its contractual obligations, after formal notice aiming and recalling the present article, PP6/MPWT reserves the right to terminate the contract without compensation in whole or in part.

Article 11: Entry into force of the contract

This contract comes into force upon notification of the service order to the successful contract holder, after approval by the competent evaluation committee and the signature of the PP6-PC.

Article 12: Registration fees

The registration fees for this contract are payable by the contract holder and are not reimbursed.

Project Coordinator

PP6/MPWT

Read and approved by the bidder

Location,

Date:

Bidder's signature and stamp