



International
Labour
Organization

Employment Intensive Infrastructure Programme in Lebanon (EIIP)

BID DOCUMENT

**ILO EIIP CONTRACT
ITB No 64/2019**

Construction of agricultural roads and retaining walls in Marjayoun Municipality, Nabatieh Governorate

Lebanon, September 2019



Implemented by
KFW



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SECTION A INSTRUCTIONS TO BIDDERS

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A-1 Scope of Works

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| Name of this contract: | Construction of agricultural roads and retaining walls in Marjayoun Municipality hereinafter referred to as “the Project” |
| Employer of this contract: | The International Labour Organization represented by the International Labour Office (ILO) |
| The Works under this contract are located in: | Governorate: Nabatieh Municipality: Marjayoun |
| Type of Works: | Construction of 6.7 km of agricultural roads including drainage structures and 325m concrete retaining walls in Marjayoun Municipality. |
| Works to commence on: | Date: 4 November 2019 |
| Works to be completed on: | Date: 30 April 2020 |

Background to the EIIP Project

By June 2016, over a million registered Syrian refugees were reported to live in Lebanon, which is approximately a quarter of Lebanon’s estimated 4.3 million native residents (UNHCR 2016). This substantial influx has severely affected the country’s socio-economic situation. Unemployment rate has increased and public infrastructure such as roads, waste management systems, water supply etc have come under an unprecedented amount of pressure. The Lebanese Government, both through the Lebanon Crisis Response Plan and at the London Conference 2016, and subsequent conferences, have indicated a strong need for assistance in infrastructure work to enable communities to cope with increased demand.

Responding to the continuing Syrian refugee crisis, ILO has partnered up with UNDP and Lebanon’s Ministries of Labour and Social Affairs to launch a project which employs Lebanese and Syrian workers to build much-needed infrastructure projects in areas hosting the majority of Syrian refugees. The project entitled “The Employment Intensive Infrastructure Programme in Lebanon” EIIP is funded by the Federal Republic of Germany through KfW.

EIIP Lebanon, has adopted the ILO’s Employment Intensive Investment Programme (EIIP) approach, founded on Decent Work Principles, i.e. productive work for women and men in conditions of freedom, equity, security and human dignity. The infrastructure measures is complemented by training on Local Resource Based Technology (LRBT) for contractors and capacity building for public institutions.

The overall goal is “*creating decent work opportunities for Syrian refugees and host communities through infrastructure improvement, in Lebanon*” ie a main objective of the programme is to generation short term job opportunities for (unskilled and semi-skilled) Lebanese job-seekers and Syrian refugees through improved infrastructure and public assets. Selected projects must be suitable for implementation using a local resource based approach, and have a high labour content. Contractors and their site supervisors, will be trained by the project, focusing on the application of LRBT and the Social Safeguards Framework. Submission of a tender is tied to the condition that the contractor attends the pre-tender training.

Scope of Works

The works include the rehabilitation and construction of **6.7 km** of agricultural roads, 4m width generally with gravel surface and reinforced concrete in steep slopes and drainage structures, and construction of **325m** reinforced concrete retaining walls, with a height of approx. 1.5-3m, in Marjayoun Municipality.

The work is divided into two parts:

Part I, construction of 6.7 km of agricultural roads including drainage structures. The works include,

- Road site clearing and sub grade preparation,
- Earth work construction including,
 - excavation and removal of bad soil,
 - filling, leveling and compaction
 - excavation for earth drain
- Supply and construct road sub base,
- Supply and construct road base course and surface,
- Supply and construct concrete channels and culverts and
- Supply and construct reinforced concrete road pavement in selected sections with gradient > 12%

Part II, construction of 325m of reinforced concrete retaining walls and 150m concrete channel.

The works include,

- Excavation for foundation of the retaining walls and concrete channel
- Supply and construct reinforced concrete retaining walls and concrete channels
- Back filling the retaining walls and concrete channels

The Contractor shall employ Local Resource Based Technology (LRBT), where most of the Works will be done using manual labour, while some specified works such as compaction and long distance transport of materials will be implemented using equipment. Any Bidder must qualify by attending specific orientation sessions organised by the ILO on 'road maintenance and the use of LRBT'.

Special characteristics of the site such as soil conditions, access problems and others must be identified by the Bidder even in the absence of an indication in these documents of any special characteristic of the site or the Works. The responsibility of the Bidder to make its own evaluation of the Works by site inspections, including the pre-bid inspection, and other investigations is not waived or diminished by anything written or omitted in these instructions.

A-2 Standard Instructions to Bidders

Introduction

The Lebanon Employment and Infrastructure programme is being implemented by the International Labour Organisation represented by the International Labour Office (ILO) in partnership with the United Nations Development Programme (UNDP). For the purpose of this tender, the ILO is hereinafter referred to as the **Employer**.

This section of the Bidding Documents provides information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the **Employer**. It gives information on Bid preparation and submission, opening and evaluation and on the award of contract.

The Instruction to Bidders are based on World Bank's Sample Bidding Documents for the Procurement of Simple Works (2000). The wording of Clauses of the Instructions to Bidders has generally been adopted by the ILO from these documents to ensure compatibility.

However the World Bank Sample Bidding Documents include frequent reference under the expressions "Bidding Documents" or "Appendix to Form of Bid". This terminology is considered too general and any quotes have therefore been changed to the specifically relevant Sections of the document as follows:

Any additionally needed Clauses, omissions or deviations from the World Bank Sample Bidding Documents are, if required given for each individual project in the Particular Instructions to Bidders under Section A-3.

Non-applicable language has been placed into brackets or declared not applicable in section A-4 (Bid Data Sheet).

Particular Bid specific information, including submission date, Bid validity period, details on surety requirements etc. are included in the Bid Data Sheet under Section A-4.

Section B – Bidding Qualification Documents, contains the Form of Qualification Information and the Certificates of Bidder's Site Visit, Bidders Pre-Bid Meeting and Bidders Integrity.

The Appendix under Section C-2, includes contractual, project specific information.

Section H, contains all required security and guarantee forms.

1 General

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| 1.1 Scope of Bid | 1.1.1 The Employer ¹ , as named in the Agreement form, invites Bids for the construction of Works as summarized in the Bid Data Sheet (BDS, Sub-Section A-4). The name and identification number of the Contract is provided in the BDS. |
| | 1.1.2 The successful Bidder will be expected to complete the Works within the Time for Completion stated in the Appendix section of the Agreement, |

¹ Words appearing in bold in the text of these ITB sub-clauses are defined in clause 1 of the General Conditions

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| | hereinafter referred to as the Appendix. The Time for Completion shall be calculated from the Commencement Date . |
| | 1.1.3 Throughout these Bidding Documents, the term “writing” means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission, and “day” means calendar day. Singular also means plural. The word “Bids” is synonymous to “tender” and the words “Bidding documents” synonymous to “tender documents”. |
| | 1.1.4 The Summary Sheet in Chapter A-1, describes the Scope of Works by indicating principal type and quantities of work to be executed. |
| 1.2 Source of Funds | 1.2.1 The BDS Chapter A-4, indicates the source of funds. |
| 1.3 Fraud and Corruption | 1.3.1 The attention of the Bidders is drawn to Lebanon’s applicable regulations on the prevention of fraud and corruption, and to Sub-Clause 12.1.1 of the Particular Conditions (Chapter C-3) which shall apply also to any Bidder. |
| 1.4 Eligible Bidders | 1.4.1 Bidders shall be legally registered in Lebanon. Government-owned enterprises in the Country may participate only if they are independent and operate under commercial law. |
| | 1.4.2 Submission of Bids is open to Bidders pre-qualified with the Project in the categories stated in the BDS Sub-Section A-4. |
| | 1.4.3 Bidders shall not be identified on the Consolidated United Nations Security Council Sanctions List (CUNSCSL), World Bank’s Listing of Ineligible Firms and Individuals, and lists of sanctioned and/or suspended vendors maintained by UN Organizations (“Sanctions Lists”) or on the “KfW List”. |
| 1.5 Qualification of the Bidders | 1.5.1 Bidders shall include the following information and documents with their Bids unless otherwise stated in the BDS: <ul style="list-style-type: none"> (a) General Information: copies of documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder. (b) General Construction Experience Record: total annual turnover in the civil works construction business expressed as total of payment certificates for work performed in each of the last three years. (c) Particular Construction Experience Record: experience on works of a similar nature and complexity over the last five years, and details of work under way or contractually committed; clients who may be contacted for further information on those contracts. (d) Equipment Capabilities: major items of construction equipment proposed to carry out the Contract. (e) Personnel Capabilities: qualifications and experience of key site management and technical personnel proposed for the Contract. (f) Financial Capabilities: reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past three years. |

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| | <ul style="list-style-type: none"> (g) Evidence of adequacy of cash flow for this Contract (access to line(s) of credit and/or availability of other financial resources). (h) Authority to seek references from the Bidder’s bankers. (i) Business Record: information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount. |
| | <p>1.5.2 After evaluation of all responsive Bids, and prior to award of the Contract, the successful Bidder shall meet the following qualifying criteria:</p> <ul style="list-style-type: none"> (a) Average annual turnover of construction work in the last three years greater than the amount specified in the BDS. (b) Experience in the construction of works of a nature and complexity similar to the Works of no less than the number of projects specified in the BDS, in the last five years. (c) Availability of the essential equipment listed in the BDS or alternative equipment proposed by the Bidder and proposals for its timely acquisition (own, lease, hire rental, loan, etc.). (d) Suitably key site management and technical personnel to fill the positions, qualifications and experience requirements specified in the BDS (e) A sound financial position for the past three years as confirmed by audited balance sheets or other financial statements acceptable to the Employer. (f) Liquid assets and/or credit facilities (net of other contractual commitments and exclusive of any advance payments which may be made under the Contract), for not less than the amount specified in the BDS. |
| | <p>1.5.3 Bidders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements, unless otherwise stated in the Bid documents:</p> <ul style="list-style-type: none"> (a) The Bid shall include all the information listed in Paragraph 1.5.2 above for each joint venture partner. (b) The Bid shall be signed so as to be legally binding on all partners. (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms (d) One of the partners will be nominated as being in-charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in-charge. (f) A copy of the agreement entered into by the joint venture partners shall be submitted with the Bid. |
| <p>1.6 One Bid per Bidder</p> | <p>1.6.1 A firm shall submit only one Bid either individually or as a partner of a joint venture. A firm which submits or participates as a Bidder in more than one Bid will cause all the proposals with the firm’s participation to</p> |

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| | be disqualified. A firm may participate in more than one Bid only as a subcontractor. |
| 1.7 Cost of Bidding | 1.7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 1.8 Site Visit | 1.8.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site, and its surroundings where the Works are to be executed and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. |
| | 1.8.2 For some Bids, particularly if a Bid forms part of a training and capacity building program, the Employer will organise a joint site visit that shall be compulsory for all Bidders. Notification of date, time and meeting point(s) will be given in the BDS. In case a Bidder fails to take part in a compulsory site visit the Bidder will lose eligibility to Bid without further notification. |
| | 1.8.3 Each Bidder shall complete the Certificate of the Bidders Visit regardless of whether it is a compulsory or a non-compulsory visit by filling the standard form provided in Sub-section B-2. |
| 1.9 Pre-bid Meeting | 1.9.1 For some Bids, particularly if a Bid forms part of a training and capacity building program, the Employer will organise a pre-bid meeting that shall be compulsory for all Bidders. Notification of date, time and meeting point(s) will be given in the BDS. In case a Bidder fails to take part in the compulsory pre-bid meeting the Bidder will lose eligibility to Bid without further notification. |
| | 1.9.2 Each Bidder shall complete the Certificate of the Bidders participation in the compulsory pre-bid meeting by filling the standard form provided in Sub-section B-3. |

2 Bidding Documents

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| 2.1 Content of Bidding Documents | 2.1.1 The Bidding Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Sub-Clause 2.3. Instruction to Bidders Bidding Qualification Information ILO Conditions of Contract based on FIDIC Green Book Schedules Specifications Drawings Bill of Quantities Security Forms |
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| | 2.1.2 The number of copies to be completed and returned with the Bid shall be specified by the Employer . |
| | 2.1.3 The “Invitation for Bids” is included as a reference only. In case of discrepancies between the Invitation for Bids and the Bidding Documents listed in the preceding sub-clause, said documents will take precedence. |
| 2.2 Clarification of Bidding Documents | 2.2.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address indicated in the BDS. The Employer will respond in writing to any request for clarification received no later than the number of days as indicated in the BDS prior to the deadline for submission of Bids. Copies of the Employer’s response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source. |
| 2.3 Amendment of Bidding Documents | 2.3.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing Addenda. |
| | 2.3.2 Any Addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. |
| | 2.3.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Employer may extend the deadline for submission of Bids. |

3 Preparation of Bids

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| 3.1 Language of Bid | 3.1.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English . To facilitate the Works documents may be translated into Arabic. However in case of discrepancies between the Arabic version and the English version the English version will govern and prevail as mentioned in the Sub-Clause 1.5.1. of the Particular Conditions (Chapter C-3) |
| 3.2 Documents Comprising the Bid | 3.2.1 The Bid submitted by the Bidder shall comprise the original and one copy of the following: <ul style="list-style-type: none"> a) Duly filled in Offer and Appendix section of the Agreement b) Priced Bill of Quantities or Schedules of Rates c) Alternative Offers at the Bidder's option when invited d) Written Power of Attorney authorizing the signatory of the bid to commit the bidder e) Information on qualification of the bidder f) Any additional information required to be completed and submitted by bidders as specified in the BDS |

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| | <p>Bidder shall complete the set of Bidding Document as per Paragraph 2.1.1, particularly the Sections to be filled and completed by the Bidders are as follows:</p> <p style="padding-left: 40px;">Contained in Section</p> <p style="padding-left: 40px;">B Bidding Qualification Documents</p> <p style="padding-left: 40px;">C Agreement and Conditions of Contract</p> <p style="padding-left: 40px;">D Schedules</p> <p style="padding-left: 40px;">G Bill of Quantities</p> <p style="padding-left: 40px;">H Security Forms</p> |
| <p>3.3 Bid Prices</p> | <p>3.3.1 The Contract shall be for the whole Works, summarised in the BDS Sub-Section A-4, and based on the priced Bill of Quantities or priced Schedule of Activities submitted by the Bidder.</p> |
| | <p>3.3.2 The attention of the Bidder is drawn to Sub-Clauses 11.1.3 of the Particular Conditions (Chapter C-3) on Taxation.</p> |
| | <p>3.3.3 The Contract does not include a price adjustment clause and, rates and amounts quoted by the bidder shall be firm for the duration of the Contract.</p> |
| | <p>3.3.4 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.</p> |
| <p>3.4 Currency of Bid</p> | <p>3.4.1 The unit rates and prices shall be quoted by the Bidder entirely in United States Dollars (USD).</p> |
| <p>3.5 Period of Validity of Bids</p> | <p>3.5.1 Bids shall remain valid for the period stipulated in the BDS after the date of Bid submission specified in the BDS A-4. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> |
| | <p>3.5.2 In exceptional circumstances, prior to expiry of the period of validity of Bids, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify its Bid but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 3.7 in all respects.</p> |
| <p>3.6 Bid Security</p> | <p>3.6.1 The Bidder may be required to furnish, as part of the Bid, a Bid Security in the amount specified in the BDS, Section A-4.</p> |
| | <p>3.6.2 The Bid Security of unsuccessful Bidders will be returned within 28 days of the end of the Bid validity period specified in Paragraph 3.5.1.</p> |
| | <p>3.6.3 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the, required Performance Security.</p> |

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| | <p>3.6.4 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (i) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or (ii) if the Bidder does not accept the correction of the Bid price, pursuant to Sub Clause 5.6; or (iii) In the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement, or furnish the required Performance Security. |
| 3.7 Alternative Proposals by Bidders | <p>3.7.1 Bidders shall submit Bids that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the Drawings and Specification. Alternatives will not be considered, unless specifically allowed in the BDS.</p> |
| 3.8 Format and Signing of Bid | <p>3.8.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 2.13 and clearly marked “ORIGINAL”. In addition, the Bidder shall submit one copy of the Bid, clearly marked as “COPY”. In the event of discrepancy between them, the original shall prevail.</p> |
| | <p>3.8.2 The original and the copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be numbered sequentially and initialled by the person or persons signing the Bid.</p> |
| | <p>3.8.3 Bids shall be submitted strictly in accordance with the Bidding Documents. Any amendments or qualifications made by the Bidder, except those to comply with instructions issued by the Employer, may result in rejection of the Bid.</p> |

4 Submission of Bids

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| 4.1 Sealing and Marking of Bids | <p>4.1.1 The Bidder shall seal the original and the copy of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”.</p> |
| | <p>4.1.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Employer at the address provided in the BDS; (b) bear the name and identification number of the Contract in accordance with BDS Sub-Section A-4, and (c) provide a warning not to open before the specified time and date for Bid opening as defined in Bidding Documents |
| | <p>4.1.3 In addition to the identification required in Paragraph 4.1.2 the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Sub-Clause 4.3.</p> |
| | <p>4.1.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the</p> |

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| | Bid. |
| 4.2 Deadline for Submission of Bids | 4.2.1 The Bids shall be delivered to the Employer at the address specified above not later than the time and date specified in the BDS Sub-Section A-4. |
| | 4.2.2 The Employer may extend the deadline for submission of Bids by issuing an Addendum, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline. |
| 4.3 Late Bids | 4.3.1 Any Bid received by the Employer after the deadline for submission of Bids will be returned unopened to the Bidder. |
| 4.4 Modification and Withdrawal of Bids | 4.4.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Sub-Clause 4.2 |
| | 4.4.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Sub-Clauses 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate. |
| | 4.4.3 No Bid may be modified after the deadline for submission of Bids. |
| | 4.4.4 Bidders may only offer discounts to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or by including such modifications in the original Bid submission. |

5 Bid Opening and Evaluation

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| 5.1 Bid Opening | 5.1.1 The Employer will open the Bids, including modifications, in the presence of the Bidders’ representatives who choose to attend at the time and in the place specified in the BDS. |
| | 5.1.2 Notices of “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall be returned unopened to the Bidders. |
| | 5.1.3 The Bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. |
| | 5.1.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Paragraph 5.1.3 above. |
| | 5.1.5 Bids not opened and read out at Bid opening shall not be further considered for evaluation, irrespective of the circumstances. |
| 5.2 Process to be Confidential | 5.2.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially |

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| | <p>concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.</p> |
| <p>5.3 Clarification of Bids</p> | <p>5.3.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of prices. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Sub Clause 5.7.</p> |
| <p>5.4 Contacting the Employer</p> | <p>5.4.1 No Bidder shall contact the Employer on any matter relating to its Bid from the time of the Bidding opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.</p> |
| | <p>5.4.2 Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.</p> |
| <p>5.5 Examination of the Bids and Determination of Responsiveness</p> | <p>5.5.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria; (b) has been properly signed; and (c) is substantially responsive to the requirements of the Bidding Documents.</p> |
| | <p>5.5.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p> |
| | <p>5.5.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p> |
| <p>5.6 Corrections of Errors</p> | <p>5.6.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> (i) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and (ii) If a Bill of Quantities is used and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected. |

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| | (iii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the totals shall be corrected. |
| | 5.6.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will be rejected and the Bid Security may be forfeited in accordance with Paragraph 3.6.5. |
| 5.7 Evaluation and Comparison of Bids | 5.7.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 5.5 |
| | 5.7.2 In evaluating the Bids, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows: <ul style="list-style-type: none"> (i) Making any correction for errors pursuant to Sub-Clause 5.6 (ii) Excluding the provision, if any, for contingencies, but including day-work, if any, where priced competitively; (iii) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 3.7; and (iv) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 2.2. |
| | 5.7.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation. |

6 Award of Contract

| | |
|---|--|
| 6.1 Award Criteria | 6.1.1 Subject to Clause 6.3 the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest technically compliant bid, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 1.4, and (b) qualified in accordance with the provisions of Paragraph 1.5.2. |
| 6.2 Employer’s Right to Accept any Bid and to Reject any or all Bids | 6.2.1 The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder. |
| 6.3 Award and Signing of Agreement | 6.3.1 Having decided which Bid to accept, the Employer will countersign the Acceptance section of the Agreement in the two originals submitted by the winning Bidder (whose Bid has been accepted) and will return a complete original of the Agreement to the winning Bidder. The Contract will come into effect upon receipt by the winning Bidder of its original. |
| 6.4 Debriefing | 6.4.1 The Employer will promptly notify the name of the winning Bidder to each unsuccessful Bidder. |

| | |
|---|---|
| | 6.4.2 If after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request in writing to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder. |
| 6.5 Securities | 6.5.1 If stated in the BDS, the Bidder shall furnish a Bid security as part of its Bid. |
| | 6.5.2 The attention of the Bidders is drawn to Sub-Clause 4.4 of the General Conditions in regard to the requirements, if any, for performance security under the Contract. |
| | 6.5.3 The attention of the Bidders is also drawn to Sub-Clauses 11.3, 11.4, 11.5 of the General Conditions in regard to retention under the Contract. |
| 6.6 Advance Payment and Security | 6.6.1. The Employer will provide an interest free Advance Loan for mobilisation as stated in the BDS Section A-4 |
| 6.7 Bank Guarantees | 6.7.1 The guarantees shall be issued or confirmed by an internationally recognized bank residing or carrying on business in Lebanon. |

A-3 Particular Instructions to Bidders

| | |
|-------------------------------|---|
| A. General | |
| 1.4.2 and 1.4.3 | <p>a) The bidding is open for contractors who have successfully completed the Local Resource Based Technology (LRBT) training provided by the ILO. The mandatory training will be offered by the ILO on the date stated in BDS sub-Clause 1.9.1b.</p> <p>b) Bidder may not be identified on the Sanctions Lists or the “KfW List” referred to in Sub-Clause 1.4.3 of the Standard Instructions to Bidders.</p> <p>c) The company in whose name the bid is submitted shall have its officially registered business residence in Lebanon.</p> |
| 1.5.2 (a-f) | The company may have to prove that it has the necessary financial and human resources and maintains adequate facilities within a reasonable vicinity of the construction site to ensure efficient supervision of the Works. |
| 1.5.2(b) | The company shall list type, value, dates and clients for relevant civil works projects completed within the last 5 years, Section D-2. Successful completion of projects in project location is considered an advantage. Previous experience with ILO, if applicable, must be satisfactory. |
| 1.8.2 | <p>The bidders shall attend the mandatory site visit.</p> <p>Only the bidders who attend the mandatory site visit are eligible to submit the Bid, subject to compliance with Sub-Clause 1.4.2 and 1.4.3 above.</p> |
| 1.9.1a 1.9.1b | <p>The bidders shall attend the mandatory pre-bid meeting and training.</p> <p>Only the bidders who attend the mandatory pre-bid meeting and pre-bid training are eligible to submit the Bid, subject to compliance with Sub-Clause 1.4.2 and 1.4.3 above.</p> |
| B. Bid Documents | |
| | None |
| C. Preparation of Bids | |
| 3.2.1 | Bidders must complete and sign the Bid Submission Check List included in section A-5. |
| D. Submission of Bids | |
| 4.5 | A bidder may submit bids for several ITBs if they are tendered in parallel. If the bidder submitted the lowest responsive bid for more than one ITB, then the Employer shall assess whether the Bidder has the capacity to implement more than one contract. |
| E. Bid Opening and Evaluation | |
| 5.7.2.1 | If a bid total is substantially above or below (+/- 20%) the Engineer’s estimate then that Bid will be deemed unresponsive. |
| F. Award of Contract | |
| 6.6.1 | The following schedule of payment shall apply under the contract: |

| | |
|--------------|---|
| | <p>a) Advance payment A maximum of 15,000 USD, as advance payment, after 14 calendar days from the entry into effect of the Contract. The advance payment will be deducted from the amount due under each Interim Payment Certificate in the proportion of the value of the Interim Payment certified by the ILO to the Contract Price, starting at the first Payment Certificate and to be fully repaid when hundred percent (100%) of the Contract Price has been certified.</p> <p>b) Interim payments Within 28 days of delivery to the ILO in Beirut of each progress statement certified by the relevant Project Field Engineer, the Employer shall pay to the Contractor the amount shown in the Contractor’s statement, less deduction for advance payment and less any amount for which the Employer has specified reasons for disagreement, including unsatisfactory delivery or incorrect invoice. The Employer shall not be bound by any sum previously considered by it to be due to the Contractor.</p> <p>The Employer may withhold interim payments until it receives the performance security under Sub-Clause 4.4 of the General Conditions and Sub-Clause 4.4.1 of the Particular Conditions (Chapter C-3).</p> <p>c) Completion payment Completion payment, up to 100% of the total contract sum will be issued based on successful completion of the Works upon submission of the completion certificate and upon approval by the Employer.</p> |
| <p>6.7.1</p> | <p>A Performance Guarantee, 10% of the Contract Price shall be provided by the contractor within 14 calendar days from the Commencement Date.</p> <p>Half of the Performance Guarantee will be released after successful completion of the Works. Other half of the Performance Guarantee will be kept until successful completion of the Defects and Liability period of 180 calendar days and will thereafter be released in full or with deductions for items that have not been corrected.</p> |

A-4 Bid Data Sheet

1. General

| | |
|--|---|
| 1.1.a Scope of Bids | Construction of 6.7 km agricultural roads including structures and construction of 325m of retaining in Marjayoun Municipality |
| 1.1.b Name of Contract | Construction of agricultural roads and retaining walls in Marjayoun Municipality hereinafter referred to as “the Project” |
| 1.1.c Identification number of the Contract | ILO/EIIP ITB No 64/2019 |
| 1.2 Source of Funds | ILO |
| 1.4 Eligibility of Bidders | |
| 1.4.2 | Bid submission is open for contractors who have successfully completed the LRBT training provided by the ILO. |
| 1.4.3 | Bidders shall not be identified on the Consolidated United Nations Security Council Sanctions List (CUNSCSL), World Bank’s Listing of Ineligible Firms and Individuals, and lists of sanctioned and/or suspended vendors maintained by UN Organizations (“Sanctions Lists”) or on the “KfW List”. |
| 1.5 Qualification of bidders | |
| 1.5.1 (c) | List type, value, dates and client for all civil works projects completed within the last 5 years, Section D-2 |
| 1.5.1 (e) Qualified personnel | Bidders must confirm in the bid submission that they will employ personnel who have been trained in Local Resource Based Technology, and who have relevant work experience and have the capacity to plan and organise an effective labour-based work site, Section D-3. |
| 1.5.2(a) Average annual turnover | Bidders must provide information on financial capacity, Section D-2 |
| 1.5.2(b) Number of projects of nature and complexity similar to the Works, executed within the last five years (N/A) | List type, value, dates and clients for relevant civil works projects completed within the last 5 years, Section D-2 |
| 1.5.2(c) Essential equipment to execute the Works | Bidders must confirm access to essential equipment that meet requirements of the Project, Section D-4 |
| 1.5.2(d) Positions and experience of key Site management and technical personnel. | Bidders must confirm position and experience of key personnel, Section D-3 |

| | |
|---|--|
| 1.5.2 (e) Financial position | Certified bank statement for the last three calendar months, with an average monthly balance of at least USD 30,000 |
| 1.5.2(f) Minimum required cash flow | Certified bank statement for the last three calendar months, with a minimum balance at the end of each month of at least USD 5,000 |
| 1.5.3 (a-f) | N/A |
| 1.5.4 | Commitment to Community Employment Practices, Section D, Schedule D-6 |
| 1.8 Site Visit | |
| 1.8.2 Pre-bid site visit | In order to participate in the bidding it is compulsory for the eligible bidders to participate in the site visit organised by the Project and complete the Certificate of Bidder's Site Visit provided in section B-3. The site visit will be held on 23 September 2019 at 12.00 to 14.00 at Marjayoun Municipality, Nabatieh Governorate |
| 1.9 Pre-bid Meeting and Training | |
| 1.9.1a Pre-bid meeting | In order to participate in the bidding it is compulsory for the eligible bidders to participate in the pre-bid meeting, and complete the Certificate of Bidder's participation in Pre-bid Meeting provided in section B-4. The pre-bid meeting will be held on 23 September 2019 at 11.00 to 12.00 at Marjayoun Municipality, Nabatieh Governorate. |
| 1.9.1b Pre-Bid Training | In order to participate in the bidding it is compulsory for the eligible bidders to have successfully completed the LRBT training provided by the ILO. Upon successful completion, the Project will issue the eligible bidders with a completion certificate. The pre-bid training will be held on 25 September 2019, 9.30-15.30 at ILO-Office, Aresco building 6th floor, Beirut, Lebanon |

2. Bidding Document

| | |
|---|--|
| 2.1 Content of Bidding Documents | The Bidder shall submit one original and one copy of the Bid in two sealed envelopes as per instructions in 4.1, Standard Instructions to Bidder. The Bids will be in hard copy format, delivered by a representative of the Company to the Office nominated in section 4.1.1 |
| 2.2 Employer's address for the purpose of clarification of Bidding Documents | Requests for clarification shall be submitted in writing, by email or hard copy, to the Project Procurement Officer. The address for submitting requests for clarification is the same as the address for Bid Submission. The response will be provided in a Memorandum as a letter or by email simultaneously to all bidders. |

| | |
|---|--|
| 2.3 Clarification of Bidding Documents | The last day for submission of clarification of bidding document in writing is 30 September 2019, close of business . The Employer will respond to each request for clarification within three working days. |
|---|--|

3. Preparation of Bids

| | |
|---|---|
| 3.1 Alternative Offers at the Bidder's option when invited | N/A |
| 3.2 Period of validity of bids | 90 calendar days |
| 3.3 Bid Security | N/A |
| 3.4 Alternative Proposals by Bidder | Alternative proposals by Bidders are not allowed. |

4. Submission of Bid

| | |
|---|--|
| 4.1 Employer's address for the purpose of bid submission | The Registry, ILO, Regional Office for Arab States, Aresco Center, Justinien Street, Kantari, El Solh, Beirut, Lebanon |
| 4.2 Deadline for submission of bids | 9 October 2019, at 11:00 am |

5. Bid Opening and Evaluation

| | |
|--|--|
| 5.1 Bid opening – (Venue, date, and time) | ILO, Regional Office for Arab States, Aresco Center, Justinien Street, Kantari. El Solh, Beirut Lebanon 9 October 2019 at 11:30 am Bids will be opened in the presence of the bidders' representatives who choose to attend at the time and in the place specified in this document. |
|--|--|

6. Award of Contract

| | |
|-----------------------|---|
| 6.1 Debriefing | The Employer will notify all unsuccessful Bidders of the result of the Bid. Bidders wishing to receive clarifications on the strengths and weaknesses of their offer, should send an email to ILO Procurement Officer, hashem@ilo.org , within ten (10) business days from receipt of such notification, indicating in the subject of the email the tender number and title as well the reason of Bidder's request. The Employer will promptly contact the Bidder upon receipt of such request. |
| 6.2 Securities | |
| 6.2.1 Bid Security | N/A |

| | |
|---|--|
| 6.2.2 Performance Security | 10% of Contract Price as a Performance Guarantee, within 14 calendar days of the Commencement Date |
| 6.2.3 Retention Monies | Not applicable |
| 6.3 Advance Payment and Security | A maximum of 15,000 USD |
| 6.4 Bank Guarantees | As specified in 6.2.2 above, from a local recognised bank rated AAA by Standard & Poor's |

A-5 Bid Submission Checklist

The following is a checklist of documents that should be provided by the Contractor as part of the Bid. Please note that bids will be declared invalid and will be summarily rejected if the Contractor has not filled and submitted all required documents, or if any of the documents as asked for by the client are not furnished with the bid. Note that quality of key information will be assessed and scored and that a minimum must be achieved for technical compliance. NB labour content will be assessed.

Bidding Document Check List

| No. | Description | Check |
|-----|--|------------|
| | Documents Establishing Eligibility and Qualifications | |
| 1 | Bid submission Form and Documents Establishing Eligibility and Qualifications of the Bidder B-1 and B-2 fully accomplished - i.e., no standard contents deleted, no reservations added | Y/N |
| 2 | Company Profile (including organogram, experience/track record, financial capacity) and full details to be provided in B2, D2, D3 and D4 (not more than 15 pages) | Assessment |
| 3 | Latest Certificate of Registration of Business | Y/N |
| 4 | Trade Name Registration Papers | Y/N |
| 5 | Tax Registration Certificate | Y/N |
| 6a | Certified bank statement for the last three calendar months with a monthly average of at least USD 30,000 | Assessment |
| 6b | Certified bank statement for the last three calendar months with a minimum balance of USD 5,000 each of the last three months. | Assessment |
| 7 | Satisfactory performance in previous contracts with EIIP Lebanon | Y/N |
| 8 | All Documents Written or Translated into English, with Arabic original provided if applicable | Y/N |
| | Technical offer | |
| 9 | Filled and signed Agreement (Validity 90 calendar days) C-1 – duly accomplished (i.e., no standard contents deleted, no reservations added) | Y/N |
| 10 | Sign all pages of the bid document where indicated (Power of Attorney if necessary) | Y/N |
| 11 | Certification of bidder's site visit B-3 and pre-bid meeting B-4 | Y/N |
| 12 | Certification of bidder's participation in LRBT training | Y/N |
| 13 | Certification to be submitted by a Bidder in a competitive bidding procedure B-5 | Y/N |
| 14a | Bidder's work plan D-1 General | Assessment |
| 14b | Bidder's work plan D-1 Maximising Labour Content (adherence to LRBT, realistic) | Assessment |
| 15a | Bidder's capacity and experience D-2 | Assessment |
| 15b | Bidder's capacity and experience in project location D-2 | Assessment |
| 16 | Bidder's list of personnel D-3 | Assessment |
| 17 | Bidder's list of equipment D-4 | Assessment |
| 18a | Bidder's work methods D-5 | Assessment |
| 18b | Bidder's work methods D-5 (Section 2.1 Labour Plan and Management) | Assessment |
| 19 | Bidder's commitment to community employment practices D-6 | Y/N |
| 20 | Unit Rate Analysis of main items D-8 | Assessment |
| 21 | Checked unit rates and calculated amounts of all items in the BoQ G-2 | Assessment |
| 22 | All Documents Written or Translated into English, with Arabic original provided if applicable | Y/N |

SECTION B BIDDING QUALIFICATION DOCUMENTS

CONTENTS

| | |
|--|--------------------|
| <i>Bid Submission Form</i> | <i>Section B-1</i> |
| <i>Form of Qualification Information (filled by bidder)</i> | <i>Section B-2</i> |
| <i>Certificate of Bidder's Site Visit (filled by bidder)</i> | <i>Section B-3</i> |
| <i>Certificate of Bidder's Pre-Bid Meeting (filled by bidder)</i> | <i>Section B-4</i> |
| <i>Certificate of Bidder's Integrity (filled by bidder)</i> | <i>Section B-5</i> |

B-1 Bid Submission Form [on Company Letterhead]

Location: *[insert loc.]*

Date: *[insert date]*

To: *[insert: Name and Address of ILO focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to execute the Works required for *[insert: title of goods and services required as per ITB]* in accordance with your Invitation to Bid dated *[insert: bid date]*. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not identified on the Consolidated United Nations Security Council Sanctions List (CUNSCSL), World Bank's Listing of Ineligible Firms and Individuals, and lists of sanctioned and/or suspended vendors maintained by UN Organizations ("Sanctions Lists") or on the "KfW List";
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN, ILO or UNDP.
- e) All eligibility and qualification criteria [Forms B2-B5] duly certified and signed by the Bidder.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB as well as the terms of the FIDIC Conditions.

We agree to abide by this Bid for *[insert: period of validity as indicated in the Data Sheet]*.

We undertake, if our Bid is accepted, to initiate the execution of Works not later than the date indicated in the Data Sheet.

We fully understand and recognize that ILO is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that ILO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal]

B–2 Documents Establishing the Eligibility and Qualification of the Bidder

Bidder Information Form²

Date: *[insert date (as day, month and year) of Bid Submission]*ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

| | | |
|---|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: N/A | | |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of registration]</i> | | |
| 4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (Score and Source, if any) | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representatives telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> | | |
| 13. Are you identified on the Consolidated United Nations Security Council Sanctions List (CUNSCSL), World Bank's Listing of Ineligible Firms and Individuals, and lists of sanctioned and/or suspended vendors maintained by UN Organizations ("Sanctions Lists") or on the "KfW List"? <input type="checkbox"/> YES or <input type="checkbox"/> NO | | |
| 14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet | | |

² The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

B-3 Certificate of Bidder's Site Visit

(Bidder fills in Name(s) after Site Visit)

**This is to certify that Mrs.
/ Ms. / Mr.:**

(Bidder fills in Name of Company after Site Visit)

of Contracting Company:

(Bidder fills in Date of Site Visit)

on the date(s) of:

Conducted an inspection of the project site in accordance with Clause 1.8 of the Instruction to Bidders and has obtained all information that may be necessary for preparing the Bid.

Bidder's Signature

Date:

ILO EHP Project Engineer Signature

Date:

B-4 Certificate of Bidder's participation in Pre-bid meeting

(Bidder fills in Name(s) after Pre-bid Meeting)

**This is to certify that Mrs.
/ Ms. / Mr.:**

(Bidder fills in Name of Company after Pre-bid Meeting)

of Contracting Company:

(Bidder fills in Date of Pre-bid Meeting)

on the date(s) of:

Participated in pre-bid meeting for the project site in accordance with Clause 1.9 of the Instruction to Bidders and has obtained all information, including samples that may be necessary for preparing the Bid.

Bidder's Signature

Date:

ILO EIIP Project Engineer Signature

Date:

B-5 Certificate of Bidder's Integrity

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO's Invitation to Bid/Request for Proposal mentioned above, the bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the bidder to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO or UNDP.
4. The bidder (both parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).³
5. The bidder (both parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO or UNDP to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The bidder (both parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank or by the KfW.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

- *“coercive practice”* is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- *“collusive practice”* is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
- *“conflict of interest”* is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;
- *“corrupt practice”* is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
- *“fraudulent practice”* is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the bidder.

| <u>Name and Position</u> | <u>Signature</u> | <u>Date</u> |
|--------------------------|------------------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

³ The Consolidated List can be found at the website www.un.org/sc/committees/1267/consolist.shtml.

SECTION C ILO CONDITIONS OF CONTRACT BASED ON FIDIC GREEN BOOK

CONTENTS

| | |
|--|--------------------|
| <i>Agreement (Offer, Acceptance and Appendix).....</i> | <i>Section C-1</i> |
| <i>General Conditions and Rules for Adjudication</i> | <i>Section C-2</i> |
| <i>Particular Conditions</i> | <i>Section C-3</i> |
| <i>Adjudicator's Agreement</i> | <i>Section C-4</i> |

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“Employment Intensive Infrastructure Programme in Lebanon (EIIP)” 2017 – 2020

C-1 Agreement

The Employer is the International Labour Organization represented by the International Labour Office (ILO)

The Contractor is _____

The Employer desires the execution of certain Works known as _____

OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of

(in words) _____

(in figures) (_____) or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before

(Date) _____

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: _____

Date: _____

Name: _____

Authorised to sign on behalf of (*organization name*): _____

Capacity: _____

ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: _____

Date: _____

Name: _____

Authorised to sign on behalf of (*organization name*): _____

Capacity: _____

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APPENDIX

This Appendix forms part of the Agreement.

(Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.)

| Item | Sub-Clause ⁴ | Data |
|--|-------------------------|---|
| Documents forming the Contract listed in their order of priority | 1.1.1 GC | |
| Document | | Document Identification |
| (a) The Agreement | | C-1 ILO/EIIP ITB No 64/2019 |
| (b) Particular Conditions | | C-3 Particular Conditions |
| (c) General Conditions | | C-2 General Conditions |
| (d) Qualification and Eligibility Criteria | | B Qualification and Eligibility Criteria Forms |
| (e) The Specifications | | E Specifications |
| (f) The Drawings | | F Drawings |
| (g) The Contractor's bid design | | D Schedules |
| (h) The Bill of Quantities | | G Bill of Quantities |
| (i) Security Forms | | H Security Forms |
| Time for Completion | 1.1.9 GC | 180 Calendar Days |
| Law of the Contract | 1.4 GC | See Sub-Clause 1.4.1 PC |
| Language | 1.5 GC | English. See also Sub-Clause 1.5.1 PC |
| Statutory Obligations | 1.6 GC | See also Sub-Clause 1.6.1 PC |
| Provision of Site | 2.1 GC | Upon signature of contract |
| Permits and licenses | 2.2 GC | Sub-clause 2.2 GC has been replaced by Sub-Clause 2.2 PC |
| Employer's Instructions | 2.3 GC | See also Sub-Clause 2.3.1 PC |
| Authorised person | 3.1 GC | Regional Director ILO ROAS |
| Name and address of Employer's representative | 3.2 GC | Tomas Stenstrom, ILO Chief Technical Advisor Lebanon Employment and Infrastructure Programme ILO ROAS Aresco Center, Justinien Street, Kantari Riad El Solh, Beirut, Lebanon |
| General Obligations | 4.1 GC | See also Sub-Clauses 4.1.1 PC to 4.1.15 PC |
| Contractor's Representative | 4.2 GC | See also Sub-Clause 4.2.1 PC |
| Performance security: | 4.4 GC | |
| Amount | 4.4 GC | 10% of the Contract Price (USD). See also Sub-Clause 4.4.1 PC |
| Form | 4.4 GC | Bank Guarantee |

⁴ GC = General Conditions and PC = Particular Conditions

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| Requirements for Contractor's design (if any) | 5.1 GC | N/A |
| Execution of the Works | 7.1 GC | See also Sub-Clauses 7.1.1 PC and 7.1.2 PC |
| Programme | 7.2 GC | See also Sub-Clauses 7.2.1 PC to 7.2.4 PC |
| Time for submission | 7.2 GC | Within 14 calendar days of the Commencement Date. |
| Form of programme | 7.2 GC | In the form provided, “D1 – Contractor’s Work Programme” |
| Amount payable due to failure to complete the Works and penalty for non-payment of wages by the Contractor | 7.4 GC | 0.2% per day up to a maximum of 10% of the Contract price. See also Sub-Clause 4.1.9 PC |
| Period for notifying defects | 9.1 & 11.5 GC | 180 calendar days calculated from the date stated in the taking-over notice mentioned in Sub-Clause 8.2 GC |
| Remedying defects | 9.1 GC | The defects and liability period is 180 calendar days from completion of the Works |
| Variation procedure | | |
| Right to Vary | 10.1 GC | See also Sub-Clause 10.1.1 PC |
| Valuation of Variations (Daywork rates) | 10.2 GC | N/A See Sub-Clause 10.2.1 PC |
| Right to Claim | 10.4 GC | See also Sub-Clause 10.4.1 PC |
| Valuation of the Works | 11.1 GC | See also Sub-Clauses 11.1.2 PC and 11.1.3 PC |
| Lump sum Price | 11.1 GC | N/A |
| Lump sum price with schedules of rates | 11.1 GC | N/A |
| Lump sum price with bill of quantities | 11.1 GC | N/A |
| Re-measurement with bid bill of quantities | 11.1 GC | N/A |
| Cost reimbursable | 11.1 GC | N/A |
| Combined method | | Applicable. See Sub-Clause 11.1.1 PC |
| Percentage of value of Materials and Plant | 11.2 GC | N/A |
| Interim Payments | 11.3 GC | Sub-Clause 11.3 GC has been replaced by Sub-Clause 11.3.3 PC. See also Sub-Clauses 11.3.1, 11.3.2 and 11.3.4 |
| Percentage of retention | 11.3 GC | N/A |
| Payment of First Half of Retention | 11.4 GC | N/A |
| Payment of Second Half of Retention | 11.5 GC | N/A |
| Final Payment | 11.6 GC | See also Sub-Clause 11.6.1 PC |
| Currency of payment | 11.7 GC | The Contract price shall be expressed entirely in United States Dollars (USD) and all payments made in accordance with the Contract shall be in the same currency. |
| Rate of interest | 11.8 GC | N/A |
| Default by Contractor | 12.1 GC | See also Sub-Clauses 12.1.1 PC and 12.1.2 PC |
| Insurances - Extent of Cover | 14.1 GC | See information in the table below |
| Type of cover | Amount of cover* | Exclusions* |
| The Works, Materials, Plant and fees | N/A | N/A |
| Contractor’s Equipment | Value of the Equipment | N/A |

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| Third Party injury to persons and damage to property | USD 50,000 | N/A |
| Workers | USD 15,000 per worker | N/A |
| Other cover* | N/A | N/A |
| Arrangements | 14.2 GC | See also Sub-Clause 14.2.1 PC |
| Adjudication | 15.1 GC | In the event of disagreement between the Parties, the adjudicator shall be appointed by the President of the Chamber of Commerce, Industry and Agriculture for Beirut and Mt Lebanon (CCIA-BML) in accordance with the Rules for Adjudication. |
| Arbitration | 15.3 GC | Sub-Clause 15.3 GC has been replaced by Sub-Clause 15.3 PC |

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C–2 General Conditions

These Standard Tender Documents have been designed for use with the Fédération Internationale des Ingénieurs-Conseils (FIDIC) General Conditions of the Short Form of Contract, 1st edition, 1999. Due to the FIDIC copyrights, these FIDIC General Conditions are not included in these Tender Documents which contain instructions below on how these Conditions can be acquired.

International Labour Organization

[name of Employer]

Construction of agricultural roads and retaining walls in Marjayoun Municipality

[name of Contract]

The General Conditions, where General Conditions shall be those forming Section C-2 of the "Short Form of Contract" 1st edition 1999 prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC). These Conditions are subject to the variations and additions set out in Section C-3 hereof entitled "Particular Conditions".

Copies of the FIDIC Short Form of Contract can be obtained from:

International Federation of Consulting Engineers

World Trade Centre II

P.O. Box 311

CH-1215 Geneva 15

Switzerland

Phone: +41 22 799 49 00

Fax: +41 22 799 49 01

email: fidic@fidic.org

www: <http://www.fidic.org>

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C-3 Particular Conditions

1. General Provisions

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| 1.4 Law | |
| 1.4.1 Principles of Law | The Contract will be governed by the general principles of international commercial law. Nothing in the Contract or relating thereto will be construed as constituting a waiver of the privileges and immunities enjoyed by the Employer. |
| 1.5 Language | |
| 1.5.1 Translations | This Contract and any document which forms an integral part of it has been written in English. They may be translated into Arabic for purposes of facilitating understanding by the Parties. However, in case of discrepancy between the English original and any translation, the English version will govern and prevail. |
| 1.6 Statutory Obligations | |
| 1.6.1 Employment Conditions | In particular, the Contractor will comply with applicable legislation of Lebanon relating to employment conditions, including Occupational Health and Safety. |

2. The Employer

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| 2.2 Permits and Licenses: | The Contractor is entirely responsible for obtaining all necessary permits, licenses or authorizations etc. and for paying all taxes, fees, duties, etc. in relation with this Contract. |
| 2.3 Employer’s Instructions | |
| 2.3.1 Site Instructions | Site Instructions will be provided to the Contractor using a specific form and this form will be countersigned by the Contractor and Employer or their representatives, and each Party will retain a copy of the original Site Instructions for further reference. |

4. The Contractor

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| 4.1 General Obligations: | |
| 4.1.1 Labour-based Methods | The Works will generally be carried out using local-resource-based methods; giving preference to the use of local labour, Materials and services. |
| 4.1.2 Equipment-based Methods | Equipment support may be required to carry out some specific work activities, for example, haulage of gravel, stone or other Materials, and compaction. The |

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| | Contractor is expected to use rollers (self-propelled and/or tractor drawn), light trucks, or other vehicles as specified for this purpose. |
| 4.1.3 Approval of Equipment | <p>The Contractor will supply the Employer within seven (7) days prior to the Commencement Date with a list and details of Equipment, which he/she intends to use on Site for the latter’s approval. The Contractor will further notify the Employer prior to bringing in or removing any equipment to and from the Site.</p> <p>Use of heavy Equipment will not be allowed except with the written consent of the Employer.</p> |
| 4.1.4 Equipment Ownership | The Equipment can either be owned by the Contractor, rented from private contractors, leased from leasing companies, or rented / leased through arrangements facilitated by the Employer. |
| 4.1.5 Labour Standards | <p>The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its personnel, and to ensure that its subcontractors respect:</p> <p>(i) The following principles concerning international labour standards of the International Labour Organization:</p> <ul style="list-style-type: none"> a) the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively; b) the prohibition of forced or compulsory labour in all its forms; c) equal remuneration for men and women for work of equal value; d) equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place; e) the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; f) the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons; g) the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor will keep an appropriate record of such payments. Deductions from wages are permitted only under |

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| | <p>conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.</p> <p>h) the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;</p> <p>i) the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and</p> <p>ii) All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.</p> |
| <p>4.1.6 Recruitment of Labour</p> | <p>All general workers employed by the Contractor or Subcontractor must (i) be recruited from amongst the local population of the site area, and (ii) both male and female worker have equal opportunity to participate in the Project Works. The unskilled work force should comprise at least 50% displaced Syrians. All workers must be registered on the form specifically provided for this purpose capturing all the required information.</p> <p>The Contractor will notify the Employer at least one week ahead of any major recruitment. The notification shall state venue, date and time when the enrolment will take place.</p> <p>The Contractor will screen all workers against UN and EU lists.</p> <p>The Contractor will inform all workers that their personal information may be shared with the ILO and KfW.</p> <p>The Contractor will sign a contract with each of the workers, based on the Employment Contract form reproduced under D-6.</p> |
| <p>4.1.7 Task and Piecework Systems</p> | <p>The Contractor will observe and fulfil particularly the following conditions with respect to all persons employed by the Contractor in the execution of the Contract under a task or piecework system:</p> <ul style="list-style-type: none"> - The size of the daily task will be that which a worker can reasonably complete during a normal working day (8 hours). - The hardship of the task will vary depending upon the terrain and ground conditions. The Contractor in consultation with the Employer will agree on the task hardship level and payment system to be applied. |

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| | <p>- The Employer may further stipulate a minimum labour wage rate per workday for productivity related output (task work). The applicable labour wage rate is to be at least equivalent to the basic rate as defined in Sub-Clause 4.1.13 PC below.</p> |
| <p>4.1.8 Reporting Requirements</p> | <p>During the execution of the Contract the Contractor will register all workers and provide the employer with these records before any payment is due. The Contractor shall further maintain detailed muster rolls showing attendance and wages paid to all personnel employed, and shall produce at any time such records for inspection by any person authorised by the Employer.</p> <p>The Contractor shall further keep daily records of all information and data related to labourers such as category of labour, numbers employed and productivity per person.</p> <p>Other information to be recorded for each worker: ID number, Date of Birth, (Lebanese workers), UNHCR registration number (Syrian workers), phone number, address details, gender, disability (if any), job-category, wage rate, etc.</p> <p>The records for each calendar month during construction shall be made available to the Employer not later than the first week of the following month, together with the monthly Interim Payment Certificate (ICP) submission, and monthly progress reports against the Work Programme will take place.</p> |
| <p>4.1.9 Non-payment of Wages by Contractor</p> | <p>Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair or complete wages, if not resolved immediately may force the Employer to intervene.</p> <p>The Employer will, upon the Contractor defaulting payment, pay the monies due to labourers not honoured in time, out of any monies due or which may become due to the contractor under the Contract.</p> <p>In such events, the Contractor is bound to co-operate with the Employer in processing the payment of the correct amounts of monies due to the labour force by submitting the relevant muster-rolls, workday reports and pay-sheets, and be represented during the payments.</p> <p>Direct payment to labourers by the Employer will attract a penalty as stipulated in the Appendix, to cover expenses incurred in the administration of such wage payments.</p> |
| <p>4.1.10 Working Hours</p> | <p>The Contractor will not perform any work outside normal agreed site working hours unless authority to do so has been obtained in writing from the Employer or his Representative.</p> |
| <p>4.1.11 Provision of Hand tools</p> | <p>The Contractor will provide its labour force with hand tools of adequate quality, appropriate for each activity, sufficient in numbers and shall maintain the tools in good and safe working conditions. Quality will be defined in Section E Specifications, Hand Tools E-7.</p> |
| <p>4.1.12 Environmental, Safety and Health</p> | <p>The Contractor will ensure compliance with applicable national requirements and international good practice standards regarding occupational and public health and safety, and will ensure that the implementation of the Works is consistent with applicable occupational health and safety sections of the World Bank Environmental, Health and Safety Guidelines</p> |

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| | <p>(http://documents.worldbank.org/curated/en/157871484635724258/Environmental-health-and-safety-general-guidelines)</p> <p>The Contractor will be responsible for the safety of all activities on the Site. It will provide all personnel on site with adequate safety protection equipment and clothing as appropriate to the work being performed, as well as instruction on Occupational Health and Safety as part of the induction process for new workers.</p> <p>The Employer may organise campaigns for enhancing safety awareness among the workforce on site and regarding general health issues, particularly towards the prevention of spreading of HIV/Aids. The Contractor shall allow his staff to attend to these campaign events during normal working hours and without deduction of pay.</p> <p>Details of the relevant Safety and Health provisions including third party safety, involving visitors, travellers and local communities is detailed in Section E Specifications, General E-1.</p> |
| <p>4.1.13 Minimum Wage</p> | <p>The minimum daily wage rate is based on the minimum monthly wage stipulated in the Lebanese Labour Law and shall be USD 20 for one day’s worth of work.</p> |
| <p>4.1.14 Terrorism/UN and EU sanctions lists</p> | <p>The Contractor will undertake all reasonable efforts and procedures to ensure that none of the funds received under this Contract are used, directly or indirectly, to provide support to individuals or entities associated with terrorism, and that recipients of any amounts provided hereunder do not appear on any sanctions list issued by the United Nations Security Council or by the European Union. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.</p> |
| <p>4.1.15 Records</p> | <p>The Contractor will retain all records, books, information and any other documents, including financial documents, related to or arising from the implementation of the Contract (Records) for a period of not less than ten (10) years from the termination or expiration of the Contract. Where applicable, the ILO, or any person authorized by the ILO, may, at the sole discretion of the ILO, conduct a review, audit, investigation or other activity requiring access to such Records during the term of the Contract or thereafter. The Contractor will grant to any such person, at a time to be agreed upon, free access to all workplaces, and will make available at any time all Records, including supporting documents for expenditures that have been incurred under the Contract.</p> <p>The Contractor acknowledges and agrees that nothing in the preceding paragraph will be deemed to waive or otherwise limit any right or authority of KfW to investigate allegations or other information relating to possible fraudulent, corrupt, collusive, coercive or obstructive practices, or to sanction or take remedial action against any party which KfW has determined to have engaged in such practices.</p> <p>This Sub-Clause 4.1.15 will survive the termination or expiration of the Contract.</p> |
| <p>4.2 Contractor’s Representative:</p> | |

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| <p>4.2.1 Contractor’s Supervisors</p> | <p>The application of local-resource-based construction methods requires an adequate number of qualified supervision and administration personnel. The Contractor will show that he/she has sufficient competent staff employed and ready to deploy, as agreed in Form B-2, Section B, and the related form, D-3, Section D, by submitting the Curricula Vitae of these personnel within seven days prior to the Works commencement date.</p> <p>The supervisory staff must have adequate technical education as required by the Bid Data Sheet. The Contractor’s Supervisors will be required to have attended and successfully completed initial mandatory training in employment intensive and local resource based methods as conducted by the Employer. This training will occur at a time to be determined by the Employer.</p> <p>The training will be supported by additional in-depth training, on the job training, coaching and mentoring provided by the Employer. Contractor supervisory staff and a Director, must participate in any formal training programs, without exception.</p> |
| <p>4.4 Performance Security</p> | |
| <p>4.4.1 Release of performance Security</p> | <p>A Performance Guarantee, 10% of the Contract Price will be provided by the Contractor within 14 calendar days from the Commencement Date.</p> <p>Half of the Performance Guarantee will be released after successful completion of the Works. Other half of the Performance Guarantee will be kept until successful completion of the Defects and Liability period and will thereafter be released in full or with deductions for items that have not been corrected.</p> |

7. Time for Completion

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| <p>7.1 Execution of the Works:</p> | |
| <p>7.1.1 Progress Review Meetings</p> | <p>Regular progress review meetings between the Employer and the Contractor will be held, at least, once a month at a time agreed to by both parties.</p> <p>The purpose of this meeting will be to discuss the progress being made, review the plans for the remaining Works, and deal with any problems that have a direct bearing on the immediate to short – term work activities.</p> |
| <p>7.1.2 Minutes of Progress Review Meetings</p> | <p>The Employer will record the proceedings of progress review meetings and will provide copies of these records to those attending the meeting within seven (7) calendar days.</p> <p>Agreements reached, and instructions and orders given by the Employer to the Contractor during the meetings will be considered as Site instructions.</p> |
| <p>7.2 Programme:</p> | |
| <p>7.2.1 Intended Construction Procedures, Order, and Methods</p> | <p>The Contractor will be required to present to the Employer the procedures, order and methods proposed for carrying out the Works with specific emphasis on</p> |

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| | labour requirements, equipment utilisation, productivity, and construction quality control. |
| 7.2.2 Productive Construction Period | When compiling its programme the Contractor will make adequate allowances for any public and religious holidays, agricultural cycles, traditional cultural observances, weather and conditions, which are normal and expected during the period of the Contract. The Contractor should refer to the proposed work-plans by updating Section D, Schedule D-1, Contractor’s Works Programme and Schedule D-4. |
| 7.2.3 Number of worker days per activity | The Contractor is required to indicate in the original Work Programme the number of worker days needed for each activity, which will be reviewed by the Employer and agreed by the Parties. The actual number of worker days is calculated based on the muster roll submitted by the Contractor and verified by the Employer at the end of each month. Failure to achieve the agreed number of worker days will attract a penalty as stipulated in Sub-Clause 11.6.2 PC |
| 7.2.4 Update of Programme | The Contractor shall submit up-dated programmes of the Works within seven (7) calendar days from the time requested by the Employer. |

10. Variations and Claims

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| 10.1 Right to Vary | |
| 10.1.1 Reduction in Scope of Work due to Slow Progress | In case the Contractor’s execution of the Contract is too slow to ensure completion within the prescribed completion date, the Employer may reduce the scope of Works to ensure that all Works within the reduced scope are completed before the established Time for Completion. Such a reduction will not entitle the Contractor to any revision of rates or claims arising out of such a Variation. |
| 10.2 Valuation of Variations | |
| 10.2.1 Variation in Quantity | Clause 11 together with the Appendix and the Drawings in the Bidding Document, provide detailed guidance in measuring quantities and identify any item of the Works, which qualifies for re-measurement after construction. Work items, which are not identified for re-measurement shall be Measured Before Construction (MBC) and will hereafter be referred to as MBC items. Variation in quantity will not apply to items of Works classified under an MBC item, except for incidents where the Employer has changed the scope of work. |
| 10.4 Right to Claim | |
| 10.4.1 Claims incurred as a result of the Employer's Liabilities | For the purpose of Sub-Clauses 10.4 and 6.1 GC, the events described in Sub-clauses 6.1 GC a) to e), h), i) and p) will not be considered as Employer's Liabilities. Such claims may be addressed to the Government of Lebanon. |

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11. Contract Price and Payment

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| 11.1 Valuation of the Works: | |
| 11.1.1 Combined method | <p>The nature of labour-based road Works may require that offers be calculated by applying <u>more than one</u> of the five possible options foreseen in the Appendix.</p> <p>The Appendix will define, if applicable, the use of a combined method, while the Specifications, will stipulate in detail the method for each part of the Works.</p> |
| 11.1.2 Price Adjustment | <p>The Contract Price excludes any adjustment or revision on account of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this Contract.</p> <p>However adjustments to the Contract price may be considered by the Employer following sharp increase/decrease in the costs of local labour or Materials.</p> |
| 11.1.3 Taxation | <p>The Contract price will include all import duties and taxes that may be levied in accordance with the Country’s laws and regulations.</p> <p>The Employer, as a United Nations Specialized Agency, enjoys a special tax status in Switzerland and in other member States.</p> <p>Except with the prior written authorization of the Employer, invoices will be submitted exclusive of any amount representing taxes (including value added tax), duties or charges. Where such authorization has been provided, the Contractor will provide the Employer with written evidence that payment of such taxes, duties or charges has been made. In the event any Government authority refuses to recognize the Employer’s exemption from such taxes, duties or charges, the Contractor will immediately consult with the Employer to determine a mutually acceptable procedure.</p> |
| 11.3 Interim Payments: | |
| 11.3.1 Advance Payment for Resource Mobilisation | <p>Upon request an advance payment for a maximum of 15,000 USD may be provided to the Contractor after 14 calendar days from the entry into effect of the Contract.</p> <p>This advance will be used for payment of the first month’s labour wages, the procurement of Materials, the provision of tools and equipment, and the erection of Site facilities.</p> |
| 11.3.2 Deductions for Re-payment of Mobilisation Advance | <p>The advance payment will be deducted from the amount due under each Interim Payment Certificate in the proportion of the value of the Interim Payment certified by the Employer to the Contract Price, starting at the first Payment Certificate and to be fully repaid when hundred percent (100%) of the Contract Price has been certified.</p> <p>No account shall be taken of the Advance Payment or its repayment in assessing value of work done, variations, price adjustment claims, or liquidated damages.</p> |

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| <p>11.3.3 Interim Payments</p> | <p>Within 28 days of delivery to the Employer of each progress statement certified by the relevant Project Field Engineer, the Employer shall pay to the Contractor the amount shown in the Contractor’s statement, less deduction for advance payment and less any amount for which the Employer has specified reasons for disagreement, including unsatisfactory delivery or incorrect invoice. The Employer shall not be bound by any sum previously considered by it to be due to the Contractor.</p> <p>The Employer may withhold interim payments until it receives the performance security under Sub-Clause 4.4.GC.</p> |
| <p>11.3.4 Deduction for Lease/Hire of Equipment</p> | <p>If Equipment is leased or rented through an arrangement facilitated by the Employer as per Sub-Clause 4.1.4 PC, lease or renting costs will be recovered from the Interim Payments due to the Contractor.</p> <p>The Employer will therefore be authorised to effect the necessary deductions from the Interim Payment Certificates according to the schedule provided for in the relevant equipment lease or renting agreement.</p> |
| <p>11.6 Final Payment</p> | |
| <p>11.6.1 Conditions</p> | <p>Final payment, up to 100% of the total Contract Price will be issued based on successful completion of the Works upon submission of the completion certificate and upon approval by the Employer.</p> |
| <p>11.6.2 Penalty for Failure to Achieve Agreed Number of Worker Days</p> | <p>In the event that the Contractor fails to achieve the agreed target number of worker days stated in the Work Programme (see Sub-Clause 7.2.3 PC) and as verified through the muster roll, a penalty for a maximum up to 10% of the Contract Price will be applied to the final payment as per scale below:</p> <ul style="list-style-type: none"> - If < 70% of the agreed target is achieved, a penalty of 10% of the Contract Price will be applied plus a warning that this lack of performance may be taken account in future tenders. - If between 70-85% of the agreed target is achieved, a penalty of 5% of the Contract Price will be applied plus the warning. - If between 86-95% of the agreed target is achieved, a warning will be issued. |

12. Default

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| <p>12.1 Default by Contractor:</p> | |
| <p>12.1.1. Corrupt Fraudulent, Collusive, Coercive or Obstructive Practices</p> | <p>If the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, or has placed itself in a position that may or does give rise to a conflict of interest between its interest and the Employer’s interests, in competing for or in executing the Contract, the Employer may, without prejudice to any other right or remedy available under the Contract, and without the authorisation of a court or any other authorisation, terminate the Contract immediately by written notice.</p> <p>For the purpose of this Sub-Clause:</p> |

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| | |
|--------------------------------------|--|
| | <p>“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;</p> <p>“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;</p> <p>“conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one Party and another;</p> <p>“collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;</p> <p>“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another;</p> <p>“obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an investigation into allegations of a fraudulent, corrupt, collusive or coercive practice; and/or threatening, harassing, or intimidating another to prevent them from disclosing their knowledge of matters relevant to an investigation or from pursuing an investigation; or (ii) an act(s) intended to materially impede the exercise of the ILO’s or the KfW’s rights to access documents or information provided for pursuant to Sub-Clause 4.1.15.</p> |
| <p>12.1.2 Full Disclosure</p> | <p>The Contractor warrants that it has made and will make full and proper disclosure to the Employer of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with any individual, groups, undertakings and entities identified on the United Nations Security Council Consolidated Sanctions List; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.</p> <p>Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Employer may terminate the Contract immediately by written notice in the event that the Contractor is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.</p> |

14. Insurance

| | |
|--|---|
| <p>14.2 Arrangements:</p> | |
| <p>14.2.1 Insurance for Personnel</p> | <p>To meet the insurance requirements established in Sub-Clause 14.1 c) GC concerning death or injury to the Contractor’s Personnel, the Contractor will contract an insurance, based on a coverage of USD 15,000 per worker. The cost of such insurance premium should be included in the Contract Price and</p> |

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| | |
|--|--|
| | will be reimbursed by the Employer up to the Provisional Sum included in the BoQ, based on the actual cost and submission of proof of insured personnel. |
|--|--|

15. Resolution of Disputes

| | |
|--------------------------|---|
| 15.3 Arbitration: | |
| | <p>A dispute which has been the subject of a notice of dissatisfaction will be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.</p> <p>In addition:</p> <ul style="list-style-type: none"> (a) The place of arbitration will be Lebanon/Beirut. (b) The decisions of the arbitral tribunal will be based on general principles of international commercial law. (c) The procedural and substantive laws of Lebanon will not apply. (d) All arbitration proceedings and submissions will be in English. <p>The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.</p> |

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Adjudicator’s Agreement

Identification of Project

("the Project")

Name and Address of Employer

("the Employer")

Name and Address of the Contractor

("the Contractor")

Name and Address of the Adjudicator

("the Adjudicator")

Whereas the Employer and the Contractor have entered into a contract ("the Contract") for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication ["the Rules"].

The Employer, the Contractor and the Adjudicator agree as follows:

1. The Rules and the dispute provisions of the Contract shall form part of this Agreement.

2. The Adjudicator shall be paid:

retainer fee of _ per calendar month (where applicable)

A daily fee of _____

Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).

Receipts will be required for all expenses.

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3. The Adjudicator agrees to act as adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
4. This Agreement shall be governed by the general principles of international commercial law.
5. Nothing in this Agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by the Employer.
6. The language of this Agreement shall be English.

Signed by:

For and behalf of the Employer in the presence of

Witness _____
Name _____
Address _____
Date _____

Signed by:

For and behalf of the Contractor in the presence of

Witness _____
Name _____
Address _____
Date _____

Signed by:

For and behalf of the Adjudicator in the presence of

Witness _____
Name _____
Address _____
Date _____

SECTION D SCHEDULES

CONTENTS

| | |
|--|--------------------|
| <i>Contractor's Works Programme (filled by bidder).....</i> | <i>Section D-1</i> |
| <i>Contractor's Capacity and Experience (filled by bidder).....</i> | <i>Section D-2</i> |
| <i>Contractor's Key Personnel (filled by bidder).....</i> | <i>Section D-3</i> |
| <i>Contractor's Equipment (filled by bidder).....</i> | <i>Section D-4</i> |
| <i>Contractor's Work Method (filled by bidder).....</i> | <i>Section D-5</i> |
| <i>Contractor's Commitment to Community Employment Practices (filled by bidder).....</i> | <i>Section D-6</i> |
| <i>Employment Contract (sample).....</i> | <i>Section D-7</i> |
| <i>Contractor's Unit Rates Analysis (filled by bidder).....</i> | <i>Section D-8</i> |

D-1 Contractor's Work Programme

The bar-chart format below represents a sample Work Programme only. Bidders are advised to adopt this format, but submit their own Work Programmes on at least A3 size sheets. Note that labour content will be assessed, it must be maximised, adhere to LRBT and realistic. See also Particular Conditions 11.6.1

Work plan for the construction of agricultural roads and retaining walls in Marjayoun Municipality.

D-1 Contractor's work program

The bar chart below represents a simple work program only. Bidders are advised to adopt this format, but submit their own program on at least A-3 size sheets

| No. | Description | Works (same as BoQ) | | | | Nov-19 | | | | Dec-19 | | | | Jan-20 | | | | Feb-20 | | | | Mar-20 | | | | Apr-20 | | | | May-20 | | | | WDs | Days | Number of labour | |
|-----------------------------|-------------|--------------------------------|--------|---------------|---|--------|---|---|---|--------|---|---|---|--------|---|---|---|--------|---|---|---|--------|---|---|---|--------|---|---|---|--------|---|---|---|-----|------|------------------|--|
| | | Unit | Qty. | Bid price. \$ | % | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Planned General Progress | | % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cumulative planned progress | | % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Resource plan | Labour plan | Total number of labour per day | Labour | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Total Number of Work-day(WDs) | Wds | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Equipment plan | | Cumulative Wds | Wds | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Roller | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Dump truck | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Concrete mixture | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Other to specify | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Bidder's Certification

Name: _____
Date: _____
Authorised Signature: _____

D-2 Contractor's Capacity and Experience

This section should fully explain the Bidder's capacity and experience necessary for the performance of this contract.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

D-3 Contractor's Project Key Personnel

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, ILO will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of ILO. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. In accordance with the Particular Conditions of Contract, Paragraph 4.2.1 the key positions in the Contractor's site management team are to be filled with staff members approved by the Employer. Provide the CVs for key personnel including **Director/Team Leader, Managerial Staff, Engineer (min 3 years of experience), Foremen/ Supervisors (min 2 years of experience)** that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract.

The proposed staff members, whose names are listed in the schedule below, are to certify through her/his signature that she/he will be available for the project and is willing to perform the duties proposed for if the Contract is awarded. Please use the format below:

| | | |
|---|--|--|
| Name: | | |
| Role in Contract Implementation: | | |
| Nationality: | | |
| Contact information: | | |
| Countries of Relevant Work Experience: | | |
| Language Skills: | | |
| Education and other Qualifications: | | |
| Pre-bid Certificate LRB (yes/no): | | |
| Summary of Experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant Experience (From most recent): | | |
| Period: From – To | Name of activity/ Project/ funding organisation, if applicable: | Job Title and Activities undertaken/Description of actual role performed: |
| <i>e.g. June 2010-January 2011</i> | | |
| <i>Etc.</i> | | |
| <i>Etc.</i> | | |
| References (minimum of 3): | <i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i> | |
| Declaration: | | |
| I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. | | |
| _____ Signature of the Nominated Team Leader/Member | | _____ Date Signed |

D-4 Contractor's Equipment

In accordance with the Particular Conditions of Contract, Paragraph 4.2.1 the key pieces of equipment necessary to carry out the work are to be listed in the table below and approved by the Employer.

In the case of lease or hire, the proposed arrangement should be indicated and proof of agreements with the equipment supplier provided. The bidder should provide proof of ownership equipment

| No | Equipment | Essential for this contract | Committed by the contractor | Own/Hire | Remarks |
|----|---|-----------------------------|-----------------------------|----------|---------|
| 1 | Haulage equipment (Dump trucks) | 3 | [insert number] | | |
| 2 | Vibrating Roller (min. 5 tons capacity) | 1 | [insert number] | | |
| 3 | Small concrete mixers | 2 | [insert number] | | |
| 4 | Concrete vibrator | 2 | [insert number] | | |
| 5 | Water truck | 1 | [insert number] | | |
| 6 | Excavator | 1 | [insert number] | | |
| 7 | Other | | [insert number] | | |

Sample of table only

Bidder's Certification

This is to certify that the data given in this schedule is correct and true to the best of our knowledge. We further certify that we have discussed and agreed with the proposed equipment supplier their terms of employment for the event of being awarded the Contract.

Name:

(Bidder fills in Name when signing this Certificate)

Date:

(Bidder fills in Date when signing this Certificate)

Authorised Signature:

D-5 Contractor’s Work Method

This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

In accordance with the Particular Conditions of Contract, Paragraph 4.1.1 the work shall be carried out using local resource based methods. The Contractor shall indicate in the table below how he/she intends to carry out the work to ensure optimal use of local resources whilst at the same time not compromising on time or quality of works. Work Method shall be approved by the Employer.

The Contractor is encouraged to employ women in the workforce wherever possible. It is not allowable to employ children below the age of 18 (eighteen). Women in particular should be provided with the opportunity to be trained in work traditionally given to men, when such training opportunities arise – like concreting, pipe laying, stone pitching, steel fixing and small machine operation, e.g., rollers and compactors. The development of these skills will enable women to be more effectively used across the Work.

Contractor’s Method Statement shall include a description of topics 1-11 below

| Method Statement | Information to be filled by Bidder |
|--|---|
| <u>1 Labour Arrangements</u> <i>Estimated number of unskilled workers required and their daily rate (indicate ratio Lebanese/ Syrians and percentage of women):</i> | |
| <i>Estimated number of semi-skilled/skilled workers required and their daily rate (indicate ratio Lebanese/ Syrians and percentage of women):</i> | |
| <i>Estimated total number of work- days (WDs) required:</i> | |
| <i>Total estimated labour cost:</i> | |
| <i>Describe recruitment process and steps taken to encourage and facilitate inclusion of women and disabled persons in the works:</i> | |
| <i>Describe site organisation and the average work force:</i> | |
| <i>Describe the payment systems and arrangement for various activities (daily pay, task work, piece work)</i> | |
| <i>Describe payment arrangement for labour (frequency, location etc):</i> | |
| <u>2 Scope of Supply</u> <i>Provide a detailed description of the goods and materials to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment. Indicate specifically goods and materials sourced locally. For each item provide:</i> | |

| | |
|---|--|
| <ul style="list-style-type: none"> • <i>Description/ Specification of Goods</i> • <i>Source/ Manufacturer:</i> • <i>Country/ Place of Origin:</i> • <i>Qty</i> • <i>Quality Certificate/ Export Licenses, etc.</i> <p><i>A supporting document with full details may be annexed to this section</i></p> | |
| <p><u>3 Technical Quality Assurance Mechanisms</u> <i>The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.</i></p> | |
| <p><u>4 Reporting and Monitoring</u> <i>Please provide a brief description of the mechanisms proposed for this project for reporting to the ILO and partners, including a reporting schedule.</i></p> | |
| <p><u>5 Subcontracting</u> <i>Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. NB Subcontractors must be approved by the Employer.</i></p> | |
| <p><u>6 Risks / Mitigation Measures</u> <i>Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.</i></p> | |
| <p><u>7 Implementation Timelines</u> <i>Describe the steps and sequence of the Main Items. The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. (Schedule D-1).</i></p> | |
| <p><u>8 Partnerships (Optional)</u> <i>Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.</i></p> | |
| <p><u>9 Anti-Corruption Strategy (Optional)</u> <i>Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.</i></p> | |
| <p><u>10 Statement of Full Disclosure</u></p> | |

| | |
|--|--|
| <i>This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.</i> | |
| <u>11 Other</u> <i>Any other comments or information regarding the bid and its implementation.</i> | |

D-6 Contractor's Commitment to Community Employment Practices

The Project's approach includes the application of local resource based (and equipment supported) work methods (LRBT) and the active involvement of local communities in the implementation of the works. A key condition to the successful application of LRBT is the active involvement of local communities in the planning and implementation of the works and adherence to the use of decent working conditions. For this reason it is of critical importance that the Bidder reaches an agreement with the involved local authorities and local leaders about various LRB "best practices" and decent working conditions.

Such practices and decent working conditions includes a *formal employment contract with the worker* (template reproduced overleaf). Contractor's commitment to community employment practices could in addition include, but is not limited to:

- Clear information about the work and recruitment practices, and information about the number of workers needed for the contract;
- Promoting the involvement of women in the workforce, i.e. equal access to job opportunities. This could for example be achieved by offering women work closer to their homes, providing child-care facilities, allowing women to participate in the works, even if they are not able to work for whole days (which can be done, while using the output-based task work system);
- The provision of transportation for the workers, if long walking distance from their homes to the worksite would prevent their participation in the workforce;
- The provision of adequate drinking water, toilet facilities, protective gear;
- Training of workers, in particular women, where possible;
- Regular and timely (every 2 weeks), full payments to workers;
- Programming of the works, considering periods when workers have no/limited time to participate in the works.
- The inclusion of people with a disability, wherever possible (experiences have shown that – depending on the particular nature of the disability – people with a disability can participate in certain work activities)
- Equal payment for work of equal value (which is possible by using a task-work based payment system) and compliance with the payment of least minimum wages
- The use of a system of workers' selection and workers' rotation that is acceptable to the community and the contractor

Bidders will be required, as part of the Bid submission requirements, to commit to "best community engagement practices" and if awarded the contract, the contractor is obliged to agree with local authorities (through a duly signed minute of a meeting) to "best community engagement practices", including but not limited to the points listed above.

Name:

(Bidder fills in Name when signing this Certificate)

Date:

(Bidder fills in Date when signing this Certificate)

Authorised Signature:

Employment Contract template overleaf

D-7 Employment Contract for Rental of Service for Daily Workers (Template)

Between the two parties

Contractor (First Party): _____

Registry of Commerce Number: _____

Contract Name: _____

Contract Code: _____

Worker (Second Party): _____

Nationality: _____ ID Number: [ID number or civil extract registry number and place – for registered refugees include progress number] _____

Phone Number: _____ Residence: _____

Gender: _____ Disability: _____

This contract is for daily task based delivery of services within “**Employment Intensive Infrastructure Programme, in Lebanon (EIIP)**”. Within this contract the second party will undertake as required by the Contractor, numerous task work activities in group or individual tasks.

Terms of Employment

The Location of project workplace is: [insert location - address of the locality]

This Contract begins on: [insert date] and ends on: [specify date after 40 working days later]

Actual End Date: [Insert actual date in which the individual stopped work]

The Worker is informed and is aware of the limited period of this contract and that this is not a trial period for a permanent job and that daily wage will be paid only for daily tasks accomplished to satisfaction. The Worker is required to deliver the services required to complete the requested task in the time allocated for the project.

The contract may be terminated for one of the following reasons:

- a) If the Contractor contract with EIIP is discontinued,
- b) Funding for the programme in the location of the project workplace is discontinued,
- c) The Worker is frequently absent or repeatedly do not perform in terms of the tasks set out in the work programme.

Duties

The Worker will be delivering basic services as assigned by the contractor independently but in coordination with other workers in the same workplace.

The tasks assigned to the workers are safe, the worker is required to follow the safety measures.

Remuneration

The Worker will be paid a daily wage for a daily task completed to satisfaction at the rate of **[minimum of 30,000 Lebanese Pound, LBP]**. A daily task should be accomplishable in 8 hours or less.

The expected quantity of work completed each day should be compatible with the timeframe allocated for the completion of all tasks by all the workers assigned to it. The work quantity required for the agreed rate of pay will vary from activity to activity. The Worker will be informed at the beginning of each task or group of tasks how much work is expected to be completed per day. The Worker will be paid the daily rate even when work is finished before the time or after the estimated time of completion.

The Worker will only be paid for daily tasks completed to satisfaction. The Worker will not be paid if absent, for whatever reason.

The Contractor will provide transport in and out of the workplace from the place of residence of the Worker. Payment is made on a bi-weekly basis at the place of work.

Conditions

The regularization of Legal Stay and complying with applicable Lebanese legislations is the responsibility of the Worker.

In case of any conflict in the interpretation of the terms of the contract and the roles and responsibility of the Worker or bad working conditions, the worker should inform the MoL Social Safeguards Officers designated for the location of the project. In this respect, the Worker has been advised of the availability of a Complaints Mechanism, including a Grievance Form, for any issue or comment regarding the working conditions, the project site, or the project in general.

The Worker hereby authorizes the contractor to screen his/her name against UN and EU sanctions lists and to share his/her personal information with ILO and KfW only in all confidentiality for the sole purpose of accountability by keeping a record of their work for a period of 10 years.

In addition to the conditions above all terms and conditions of the Lebanese Code of Obligation and Contracts and ILO Decent Work Standards are applied to this delivery of services.

Signatures

Signed in **[indicate location]**

On behalf of the Contractor: _____ Date: _____

The Worker: _____ Date: _____

D-8 Contractor's Unit Rate Analysis

In association with the Bill of Quantities (Section G-2) the Contractor must submit to the Employer their unit rate analysis indicating basic material costs and labour, for the following key activities:

- (i) Common excavation by manual labour, Price US\$/m³
- (ii) Supply and construct road sub base layer, Price US\$/m³
- (iii) Supply and construct road base course layer, Price US\$/m³
- (iv) Supply and construct reinforced concrete for road surface, Price US\$/m³
- (v) Supply and construct reinforced concrete retaining walls, Price US\$/m³

| UNIT PRICE ANALYSIS | | | | | | |
|---------------------|---|------|-----------|-----------------------|----------------------|-------------------|
| Work item: | | | | | | |
| No | Description | Unit | Task Rate | Productivity b=1/a | Unit Price (US\$) | Unit - d=b x c |
| | | | a | b | c | d |
| A | LABOUR | | | | | |
| 1 | Un-skilled labour | | | | | |
| 2 | Semi-skilled labour | | | | | |
| 3 | | | | | | |
| | Sub Total | | | | | |
| B | TOOLS/EQUIPMENT | | | | | |
| 1 | Hand Tools (1-2% of item A) | | | | | |
| | | | | | | |
| | Sub Total | | | | | |
| C | MATERIALS | Unit | Quantity | | Unit Price (\$) | |
| | | | | | | |
| | | | | | | |
| | Sub Total | | | | | |
| D | SUM OF LABOUR, EQUIPMENT AND MATERIALS (A+B+C) | | | | | |
| E | INDIRECT COST: SUPERVISION, COMPANY COST, RISK ALLOWANCE, PROFIT, TAX: D x % | | | | | |
| F | TOTAL WORK ITEM UNIT PRICE (D + E) | | | | | |

Bidder's Certification

This is to certify that the data given in this schedule is correct and true to the best of our knowledge. We further certify that we have discussed and agreed with the proposed equipment supplier their terms of employment for the event of being awarded the Contract.

Name:

_____ (Bidder fills in Name when signing this Certificate)

Date:

Authorised Signature:

(Bidder fills in Date when signing this Certificate)

SECTION E SPECIFICATIONS

CONTENTS

included in

Annex E, Technical Specifications

Annex E-1, Particular technical specifications

Annex E-2, General technical specifications

are integral parts of this Bid Document

SECTION F BID DRAWINGS

CONTENTS

included in

**Annex F, Bid Drawings
(Locations maps and detailed drawings)**

Annex F is an integral part of this Bid Document

SECTION G BILL OF QUANTITIES

CONTENTS

Preamble.....Section G-1

Bill of Quantities.....Section G-2

G-1 Preamble

I. General Preamble

The Bill of Quantities shall be read in conjunction with the Instructions to Bidders (Section A-2), Particular Instructions to Bidders (A-3), Bid Data Sheet (A-4), Conditions of Contract (C-3), Particular Conditions of Contract (C-4), Specifications € and Drawings (F).

1. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the construction of the work described, and for the Contractor's overheads and profits.
2. The prices and rates inserted in the Bill of Quantities shall, in addition to the above, include full compensation for the remedy of any defects in the Works from the date of taking over of the Works until the end of the specified maintenance period.
3. Each item in the Bill of Quantities contains only a brief description of the proposed Works, Fuller details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications € and Drawings (F).
4. The quantities of Works and materials in the Bill of Quantities are not to be considered as limiting or extending the amount of work to be done or the materials to be supplied by the Contractor. The quantities shall be considered as approximate. Clause 11 of the General Conditions of Contract together with the Appendix of the Bid Document provide detailed guidance in measuring quantities and single out works, which qualify for re-measurement after construction.
5. Work items not identified for re-measurement shall be Measured Before Construction (MBC) and will be referred to as a MBC Items. Variation in quantity will not apply to items of Works classified under an MBC item, except for incidents where the Employer has changed the scope of work.
6. Provisional Sums (PS) means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, by the instructions of the Project Chief Technical Advisor. The Contractor shall be entitled to only such amounts in respect of work, supply of goods or contingencies to which such Provisional Sums relate as the Project Chief Technical Advisor shall determine in accordance with this Clause.
7. In respect of every Provisional Sum the Project Chief Technical Advisor shall have authority to issue instructions for the execution of work or supply of goods, materials, equipment or services by the Contractor.

The Contractor shall produce to the Project Chief Technical Advisor all quotations, invoices, vouchers or receipts in connection with expenditures in respect to Provisional Sums.
8. Nevertheless, subject to the provisions of the General Conditions of Contract, the quoted unit rates and prices shall remain firm regardless of any alteration, omission or change made to the quantities. Any subsequent claims from the Contractor for adjustment in the unit rates and prices, etc., due to variations, increases and decreases in the quantity of which cannot be determined in advance, this work will be under-taken only by the instruction of the Project Chief Technical Advisor.

II. IMPORTANT NOTE

The following notations and abbreviations are used in the BoQ:

| | |
|----------------|-----------------------|
| Lm | Linear meter |
| m ² | Square meter |
| m ³ | Cubic meter |
| No | Number |
| Kg | Kilogramme |
| T | Ton |
| Item | Composite measurement |
| PS | Provisional Sum |
| LS | Lump Sum |
| US\$ | United States Dollars |

GENERAL NOTESPricing Generally

- A The Contractor shall satisfy him/herself as to the meaning of every item in the Breakdown of BoQ rates and prices inserted by him will be deemed to cover all his obligations under the Contract (Specifications, Drawings, Conditions of Contract, any Addenda, and other contract documents) and all matters and things necessary for the proper construction, completion and maintenance of the works including (but not by way of limitation), for all temporary work required (including any that may be required by Sub-Contractors, whether nominated or otherwise).
- B The Contractor's price shall include for all materials and labour, storage and handling transportation, samples, testing coordination and for the provision and use of all plant, whether mechanical or non-mechanical, required for carrying out of the works, in their proper sequence, for shifting, altering and adapting such temporary work and plant as may be required the progress of the works, and for removing plant and temporary works at completion and making good any surfaces disturbed.
- C. The Contractor shall price all items excluding VAT
- D The Contractor's price shall embrace the costs of preparing a tender; for the final account; for overheads and profit; for customs and import duties; for temporary services and for all other statutory tax and establishment charges and costs of whatever nature. No claim for additional payment will be allowed for any error or misunderstanding by the Contractor in these respects.
- E The Contractor shall submit with his/her offer a detailed breakdown of all his unit rates, split into material, labour, equipment, overheads and profit.
- F The Contractor should price all items in the BOQ. If any item was found unpriced by the Contractor, it shall be deemed to be included in the Lump Sum amount by considering that the cost of the unpriced items are included or spread in other priced items and the Contractor shall execute this item without any extra cost or claim.
- G The below should be included in the rate of any item mentioned in the BOQ:
- Materials, equipment, labour, overhead, profit, handling, storage, protection and making good.
 - Taxes and other statutory charges.
 - Transport, hoisting, lifting up or lowering down to work location and the like.
 - Work in any classification, in any location, width or area and at any height.

- Scaffolding and tools.
 - Assembling and jointing together.
 - Fixing in place and adjustment including supports and all necessary fixing accessories.
 - Forming to shape including all kinds of joints, cutting, grooves and the like.
 - Coordination of different trades.
 - Cleaning down and preparing surfaces to receive work.
 - Waste.
 - Warranties.
- H. **Dealing with water:** Items in the Bills of Quantities especially excavation items shall be deemed to include for dealing with flows and keeping the works free of water, i.e. works includes dewatering and supporting of trenches for pipelines and dewatering and supporting of excavations for pumping/lifting stations buildings. Dewatering shall not be paid separately.
- I **Water and Power:** Unless otherwise explicitly stated in the Agreement, water and power for the purpose of constructing, cleaning, testing and commissioning the Works shall be provided by the Contractor, and shall not be measured nor paid separately.
- J **Traffic regulation control and safety provision:** The provision of traffic control, safety equipment, signs, diversions, control systems including obtaining approvals and liaison with third parties for work in public roads and streets will not be measured separately but shall be included in BoQ rates, and shall include but not by way of limitation:
- Preparing all necessary plans, details and schedules and submission to the Engineer, as necessary for the Employer to obtain all necessary approvals.
 - Erecting, maintaining, moving and removal of safety barriers, signs and traffic control equipment.
 - Establishment and management of road diversions.
 - Watching and lighting.
 - Maintaining, Roads and Streets clean and free from construction debris

III. Preamble for road routine maintenance

Routine maintenance will be organize within yearly maintenance contracts, which also cover repair and improvement works, where the Maintenance Cycle ideally starts at the beginning of the dry season each year, ie April/May Year 1 – March/April Year 2. Routine maintenance inputs will be scheduled twice a year, at the beginning of the maintenance cycle, coinciding with the beginning of the dry season, and at the beginning of the rainy season. Inspection will carried out in between and routine maintenance activities undertaken as needed.

The routine maintenance activity is paid based on performance. This means that the routine maintenance work is paid based on whether the road condition meets the set performance standard for each maintenance activity – ie a performance based payment. The EIIP Engineer together with Contractor Supervisor will assess the percentage completed for each maintenance activity in the Monthly Inspection Form, which will determine the management fee for the contractor for the routine maintenance component of the contract for that month.

Annex E2 “Guidelines for routine road maintenance” provides detailed information of the organisation and performance-based routine maintenance system.

G-2 Bill of Quantity

The Bidder is requested to fill in unit price and calculate of the total amount for each item of work. ILO shall use the cost from this BoQ for price assessment purposes, and use the unit rate in the event that both parties agree adjustments to the indicated quantities.

Construction of agricultural roads and retaining walls

| Municipality: Marjayoun Governorate: Nabatieh Total road length: 6.70 km including drainage structures Total concrete retaining walls: 325 m Date: September 2019 | | | | | |
|--|--|----------------|-----------------|------------------------|--------------------------|
| <i>Item/Spec No</i> | <i>Descriptions</i> | <i>Unit</i> | <i>Quantity</i> | <i>Unit Price US\$</i> | <i>Total amount US\$</i> |
| A GENERAL ITEMS | | | | | |
| 1.1 | Contractor's Establishment, equipment mobilization/demobilization + Site camp facilities + traffic management | Ls | 1 | | |
| 1.2 | Insurance - accident and liability: workmen's compensation, Liability insurance and third party | PS | 1 | 2000 | 2000 |
| 1.3 | Safety and Health provision, traffic barriers at site limit, safety gears for all labourers. | Ls | 1 | | |
| 1.5 | Material testing (complete including laboratory test results in lab and in situ as instructed by EIIP engineer) | Ls | 1 | | |
| 1.6 | Site topographic survey and setting out | Ls | 1 | | |
| 1.7 | Work Permits | PS | 1 | 4000 | 4000 |
| 1.8 | Preparation and submission of As built drawings | Ls | 1 | | |
| 1.9 | Preparation and submission for Engineer's approval of all shop drawings. | Ls | 1 | | |
| | | | | Sub-total A | |
| B ROAD WORK | | | | | |
| 2 SITE CLEARANCE WORKS | | | | | |
| 2.1 | Site Clearing and removal within the limits of working area (road formation) all vegetation, surface debris, scattered stones and removal of top soil (where required, etc). All wasted material shall be disposed of to approved dumping areas. The work shall be carried out by manual labour | m ² | 33,500 | | |
| 3 EARTH WORKS | | | | | |
| 3.1 | Rate for the earth works shall include: Trimming, levelling, all labour, equipment related to transporting and compaction. Finishing and grading to any falls, cross-falls, or slopes that may be required. Excess and unsuitable soil must be removed and dumped in authorized sites as instructed by the EIIP engineer. | | | | |

| | | | | | |
|----------|--|----------------|-------|--|--|
| 3.1a | Excavation by manual labour of road subgrade, widening road width and side drain excavation , to be completed as specified in the drawings & to the EIPP Engineer's satisfaction. Excavated soil found suitable for re-use shall be spread and compacted as instructed by EIPP engineer. The work shall be carried out by manual labour | m ³ | 4,861 | | |
| 3.1b | Excavation by equipment of road subgrade, widening road width and side drain excavation , all completed as specified in the drawings and to the EIPP Engineer's satisfaction. Excavated soil found suitable for re-use shall be spread and compacted as instructed by EIPP engineer. | m ³ | 1,000 | | |
| 3.2 | Supply selected soil, fill, spread, level and compact by Roller in layers not exceeding 150 mm, to 95% of maximum dry density, using approved and suitable filling material. Spreading soil for levelling shall be done by labour. | m ³ | 3,202 | | |
| 4 | ROAD PAVEMENT AND SURFACE | | | | |
| 4.0 | The works Include Surfaces Preparation, Samples, Laboratory Tests, compaction, watering, Transport to Dump sites. The works shall be executed as Shown in Drawings and specifications to the satisfaction of the EIPP Engineer. Rate shall include all related equipment, labour, transportation, compaction, finishing and grading to any cross-falls, slopes, etc | | | | |
| 4.1 | Sub base layer Supply and compact granular Sub-base course laid on compacted sub-grade, 200 mm compacted thickness. The sub base layer shall be spread by labour to the designed level and cross fall as stated in the drawing. Compaction shall be done by roller after the sub base material is spread to achieve not less than 100% of maximum dry density at optimum moisture as determined by ASTM D 1556 | m ³ | 5,786 | | |
| 4.2 | Base Course (gravel surface-final layer) – 150 mm compacted thickness Spreading to level and form the road camber as specified in the drawing shall be carried out by labour. Compaction shall be done by roller after the base course material is spread to achieve not less than 100% of maximum dry density at optimum moisture as determined by ASTM D 1556 | m ³ | 4,140 | | |

| | | | | | |
|----------|--|--------------------|-----|--|--|
| 5.5 | Reinforced concrete slab for road pavement. Slab on grade, 150 mm thick (where longitudinal slope > 12%) Supply and pour reinforced concrete having a cylinder strength of F'c=25 MPa. The work shall include dowels bars for contraction/expansion joints & filler material wherever needed, formwork and steel reinforcement and all other related works, all as specified on the drawings. Mixing concrete should be done by using small concrete mixer and cast in situ. | m ³ | 787 | | |
| | | Sub-total B | | | |
| C | DRAINAGE STRUCTURE and RETAINING WALLS | | | | |
| 5.1 | Excavation for foundations of retaining walls and concrete channel by manual labour , to be completed as specified in the drawing & to the EIIP Engineer's satisfaction. Excess and Unsuitable soil must be removed and dumped in authorized sites as instructed by the EIIP engineer. Excavated soil found suitable for re-use shall be spread and compacted as instructed by EIIP engineer. | | | | |
| 5.1a | Excavation Works (for channel) across wall 1& 2 | m ³ | 120 | | |
| 5.1b | Excavation Works (for Retaining walls 1& 2), wall 3 wall 4 and wall 5 | m ³ | 870 | | |
| 5.2 | Supply graded granular backfill material around foundations, retaining walls obtained from selective excavated materials, including compaction in layers not exceeding 200mm thick (wall 1& 2)+Wall 3 and concrete canal | m ³ | 600 | | |
| 5.5 | Reinforced concrete work for retaining wall and concrete channel. Supply and pour reinforced concrete having a cylinder strength of F'c=25 MPa. The work shall include weep holes wherever needed, water drip wherever required; formwork and steel reinforcement as specified and/or as shown on drawings. Mixing concrete should be done by using small concrete mixer and cast in situ. | | | | |
| 5.5a | Concrete Channel 50x50 both sides (for roads longitudinal slope >12%)-along the roads | m ³ | 462 | | |
| 5.5b | Concrete Channel 50x50 (beside Retaining walls 1&2) | m ³ | 57 | | |
| 5.5c | Retaining walls (1&2), wall 3, wall 4 and wall 5 | m ³ | 415 | | |
| 5.9 | Supply and install of concrete culvert pipes diameter 60 cm including excavation of foundation, concrete bedding, installing concrete culvert pipes, construction of reinforced concrete wing wall and headwall, and back filling as shown in the detailed drawing. | lm | 30 | | |
| | | Sub-total C | | | |
| D | FURNITURE WORKS | | | | |
| 6.1 | Project signboards | no | 5 | | |

| | |
|------------------------------------|--|
| Sub-total D | |
| GRAND TOTAL (Excl. VAT) | |
| GRAND TOTAL(Incl. VAT 11%) | |

Bidder's Certification

Name:

(Bidder fills in Name when signing this BoQ)

Date:

(Bidder fills in Date when signing this BoQ)

Authorised Signature:

SECTION H SECURITY FORMS

CONTENTS

Performance Guarantee (filled by bidder).....Section H-1

H-1 Bank Guarantee for Performance Bond

[Guarantor letterhead]

Performance Guarantee

[Name of the bank/guarantor]
[Address of the bank/guarantor]
[Telephone and/or email of the bank/ guarantor]

[Name and address of ILO]

[date]

Guarantee No. [guarantee reference number]

Performance Guarantee Amount: [in figures with indication of the currency]

(in words: [with indication of the currency])

We have been informed that you concluded on [date] a contract No. [contract number] with [name of contractor] (hereinafter called “the Applicant”) for [state what the contract is about] at a total price of [state total price], and that a performance guarantee has to be supplied.

This being stated, we, [name of bank/guarantor], irrespective of the validity and the legal effects of the above mentioned contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably undertake to pay to you, upon your first demand, any amount up to the above mentioned maximum amount, upon receipt of your duly signed request for payment in original stating that the Applicant is in breach of its obligation(s) under the underlying contract, without the need to specify the respect in which the Applicant is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this guarantee.

For the purpose of identification your written request for payment must bear or be accompanied by a signed confirmation of one of our correspondent banks/counterparts stating that the latter has verified your signature(s) appearing on the said request for payment.

Your claim is also acceptable if transmitted to us in full by authenticated SWIFT through one of our correspondent banks/counterpart confirming that the said bank/counterpart has verified your signature(s) appearing thereon.

In case that at the time of a request for payment under this guarantee, there is a valid list of authorized signatures with one of our correspondent banks/counterparts regarding the persons signing for you, the verification of signature(s) by a third bank/counterpart is not required. In such case, your request for payment must be presented to us duly signed in writing (SWIFT excluded).

Our guarantee is valid until [insert a date after the Defects and Liability Period] and expires in full and automatically, should your original written request for payment or the authenticated SWIFT not be in our possession at our above address on or before that date, regardless of such date being a banking day or not.

Our guarantee will be reduced by each payment made by us as a result of a claim.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. The supporting statement under article 15 (a) of URDG 758 is excluded.

Any dispute concerning this guarantee that cannot be settled by mutual agreement between you and the Applicant, will be resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules or according to such other procedure as may be agreed between you and the Applicant in writing. The place of arbitration shall be Beirut - Lebanon. The procedural and substantive laws of Lebanon shall

not apply. This guarantee is governed by the general principles of international commercial law. All arbitration proceedings and submissions shall be in English.

Nothing in or related to this letter shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the United Nations Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.

Signature(s)