

From: Arab Hellenic Chamber of Commerce and Development
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Sent: Thursday, January 30, 2020 4:38 PM
To: 'Arab Hellenic Chamber of Commerce and Development'
<chamber@arabgreekchamber.gr>
Subject: Επείγουσες ανακοινώσεις/ειδήσεις από τις Αραβικές Χώρες

ΠΡΟΣ ΟΛΑ ΤΑ ΜΕΛΗ ΤΟΥ ΑΡΑΒΟ-ΕΛΛΗΝΙΚΟΥ ΕΠΙΜΕΛΗΤΗΡΙΟΥ

Θέματα:

- A)** (Κουβέιτ) 3^ο Συνέδριο Knowledge Economy Forum of Kuwait, με τίτλο “Building Human Capital towards the knowledge Economy” 03-05/03/20
- B)** (Λίβανος) Διεθνής διαγωνισμός για τη διαχείριση, τη λειτουργία και τη συντήρηση του σταθμού εμπορευματοκιβωτίων του Λιμένα Βηρυτού
- Γ)** (Κατάρ) Ηλεκτρονική υποβολή δικαιολογητικών για εισαγωγές τροφίμων στο Κατάρ
- Δ)** (Αίγυπτος) Κατάθεση στον ΠΟΕ από την Αίγυπτο ειδοποιήσεων σχετικά με την εφαρμογή νέων προτύπων (standards) σε 19 προϊόντα

Αγαπητά μέλη,

Το Αραβο-Ελληνικό Επιμελητήριο λαμβάνει την τιμή να σας ενημερώσει για τα ακόλουθα:

A) Το 3^ο Συνέδριο Knowledge Economy Forum of Kuwait, με τίτλο “Building Human Capital towards the knowledge Economy” θα πραγματοποιηθεί από 3 έως 5 Μαρτίου 2020 στο Κουβέιτ υπό την αιγίδα και υποστήριξη της Α.Υ. του Εμίρη του Κουβέιτ, Σείχη Sadah Al-Ahmad Al-Jaber Al-Sadah, σε συνεργασία με το 1^ο Human Capital Forum και διοργανώνεται με την υποστήριξη του World Bank Group. Για περισσότερες πληροφορίες και διευκρινίσεις μπορείτε να επισκεφθείτε τον ακόλουθο ιστότοπο: www.keforum.org

(Πηγή: Πρεσβεία του κράτους του Κουβέιτ στη Αθήνα).

B) Διεθνής διαγωνισμός για τη διαχείριση, τη λειτουργία και τη συντήρηση του σταθμού εμπορευματοκιβωτίων του Λιμένα Βηρυτού. Στα συνημμένα pdf **αρχεία (B)** καθώς και στα **21 + 22**, θα βρείτε όλο το σχετικό πληροφοριακό υλικό.

(Πηγή: Ελληνικό Υπουργείο Εξωτερικών/ Β8 Διεύθυνση Επιχειρηματικής Ανάπτυξης).

Γ) Ηλεκτρονική υποβολή δικαιολογητικών για εισαγωγές τροφίμων στο Κατάρ. Στο συνημμένο **αρχείο (Γ)** θα βρείτε όλες τις πληροφορίες αναφορικά με την εν θέματι τροποποίηση του ισχύοντος νομικού πλαισίου στο Κατάρ. Ειδικότερα, σχετική νομοθετική μεταρρύθμιση αφορά στην ηλεκτρονική υποβολή και ανταλλαγή, αποκλειστικά των απαιτούμενων από τις Καταρινές Αρχές δικαιολογητικών και πιστοποιητικών για την εισαγωγή τροφίμων (των πιστοποιητικών Halal συμπεριλαμβανομένων), με τον τίτλο “Global Patners System”, καταργώντας τον έγγραφο τύπο των σχετικών πιστοποιητικών, με στόχο τη μείωση του κόστους, τη συντόμευση και διασφάλιση των διαδικασιών. Η συγκεκριμένη υπηρεσία μπορεί να ανευρεθεί στην ιστοσελίδα: www.moph.gov.qa, ενώ οι ενδιαφερόμενοι εξαγωγείς μπορούν να αναζητήσουν διεκρινήσεις τόσο στην ηλεκτρονική διεύθυνση: port.health@mophgov.qa όσο και στα τηλέφωνα +974 4407 0226 //+974 4407 0236.

(Πηγή: Ελληνικό Υπουργείο Εξωτερικών/ Β8 Διεύθυνση Επιχειρηματικής Ανάπτυξης).

Δ) Το Γραφείο Ο.Ε.Υ. της ελληνικής Πρεσβείας στο Κάιρο, μέσω του ΥΠΕΞ, μας ενημέρωσε ότι η Αίγυπτος κατέθεσε στον Παγκόσμιο Οργανισμό Εμπορίου (ΠΟΕ) δεκαεννέα (19) νέες ειδοποιήσεις (notifications) σχετικά με την εφαρμογή νέων προτύπων (standards) για 19 προϊόντα. Στο συνημμένα **αρχείο (Δ)** θα βρείτε όλες τις σχετικές πληροφορίες.

(Πηγή: Ελληνικό Υπουργείο Εξωτερικών/ Β8 Διεύθυνση Επιχειρηματικής Ανάπτυξης).

Με εκτίμηση,

Rashad Mabger
Γενικός Γραμματέας



4th Workshop "Doing Business in the Arab World"
ورشة العمل الرابعة "ثقافة العمل والاعمال في العالم العربي"
ATHENS, 19 MARCH 2020



الغرفة العربية اليونانية للتجارة والتنمية
ΑΡΑΒΟ-ΕΛΛΗΝΙΚΟ ΕΠΙΜΕΛΗΤΗΡΙΟ ΕΜΠΟΡΙΟΥ & ΑΝΑΠΤΥΞΕΩΣ
ARAB-HELLENIC CHAMBER OF COMMERCE & DEVELOPMENT

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ΓΝΩΣΤΟΠΟΙΗΣΗ-ΔΗΛΩΣΗ ΠΡΟΣ ΤΟΥΣ ΠΑΡΑΛΗΠΤΕΣ

Αυτό το μήνυμα και τυχόν συνημμένα σε αυτό αρχεία είναι εμπιστευτικά και απόρρητα και απευθύνονται μόνο στους σκοπούμενους παραλήπτες. Σε περίπτωση που λάβετε αυτό το μήνυμα χωρίς να είστε ο σκοπούμενος παραλήπτης, παρακαλούμε να το διαγράψετε (μαζί με τα συνημμένα σε αυτό αρχεία), χωρίς να το αντιγράψετε, να το προωθήσετε σε τρίτους ή να το ανοίξετε και να ειδοποιήσετε άμεσα τον αποστολέα. Απαγορεύεται η μη εξουσιοδοτημένη χρήση ή διάδοση ή κοινοποίηση σε τρίτους του συνόλου ή μέρους του μηνύματος αυτού, ειδικότερα εάν περιλαμβάνει προσωπικά δεδομένα. Τα μηνύματα ηλεκτρονικού ταχυδρομείου (e-mails) είναι δεκτικά αλλοίωσης. Η εταιρεία δεν θα ευθύνεται για αυτό το μήνυμα στην περίπτωση αλλοίωσης, μεταβολής ή παραποίησης του, ούτε θα υπέχει ευθύνη για οποιαδήποτε απώλεια ή αλλοίωση ή άλλη ζημία στα δεδομένα ή στο σύστημά σας, οφειλόμενη σε χρήση δεδομένων που είτε περιέχονται στο μήνυμα αυτό είτε μεταδόθηκαν με αυτό.

Εάν δεν επιθυμείτε να λαμβάνετε ενημερωτικά emails παρακαλούμε όπως μας ενημερώσετε στην ακόλουθη ηλεκτρονική διεύθυνση chamber@arabgreekchamber.gr

DATED

20[•]

GEPB

and

[•]

**Port of Beirut Container Terminal
Management, Operation and
Maintenance**

CONTRACT

BETWEEN

- (1) **Gestion et Exploitation du Port de Beyrouth (GEPB)**; and
- (2) [●], hereinafter referred to as **the Manager** or its successor as per the contract form.

BACKGROUND

- (A) Whereas the Government of Lebanon has empowered GEPB, being a government owned entity, to manage the Port of Beirut ("**POB**") on a commercial basis, and to act as caretaker of the Port assets.
- (B) Whereas GEPB has decided that the Terminal is to be run independently as a common user terminal serving both domestic and transshipment markets and is to incorporate automation and digitisation and to meet best international standards and appointed a manager to operate and maintain the Terminal up to the Effective Date (the "**Previous Manager**").
- (C) Whereas GEPB anticipates the future expansion of the Terminal to improve efficiency and economies of scale and envisages improvements to gate and land-side infrastructure, site reconfiguration and the expansion of the container yard (the "**Additional Facilities**").
- (D) Whereas GEPB has now decided to subcontract the management, operation and maintenance of the Terminal to a world class manager through an international competitive bidding process, has invited bids for this purpose, and has selected by decision dated [●] the above named [consortium] to be the designated Manager vested with such powers, interests, rights and obligations mentioned in this Contract.
- (E) Whereas the Manager has satisfied itself as to the rights of GEPB to conduct the tender, to award the Contract, and generally to honour the commitments herein described.
- (F) Whereas the Manager has accepted to be appointed subcontractor, with a mandate to provide the Services according to the terms and conditions of the Tender Document and this Contract and in accordance with International Best Practice at best international productivity levels.
- (G) Whereas the Manager has represented that it has the capacity to market, manage, operate and maintain the Terminal so as to fully utilize the capacity of the Terminal, according to this Contract.
- (H) Whereas the Terminal's area has been precisely identified to the satisfaction of the Manager and is set out in Schedule 1.
- (I) Whereas the appointed Manager will provide a Performance Bond in the amount of USD5,000,000 (Five million US Dollars) in favour of GEPB, to secure against failure of the Manager to substantially discharge its obligations under this Contract. This Performance Bond will remain in force and effect, unless otherwise agreed between the two Parties, until such time that this Contract is terminated, and GEPB is satisfied that the Manager has discharged all current obligations and those that may survive and require execution subsequent to the Termination Date.
- (J) Whereas the Parties hereto have agreed to provide all necessary cooperation and assistance and take appropriate action for the execution and implementation of the terms of this Contract.
- (K) Whereas the execution of this Contract by both Parties will constitute the appointment of the Manager to start the Services at the Terminal on the Effective Date as defined herein, the Manager shall complete the Handover from the Previous Manager during the Handover Period in accordance with the Handover Plan set out in Schedule 5 and take such other actions as may be necessary to be fully operational at the end of the Handover Period.

- (L) Whereas nothing in this Contract is intended for or can be interpreted as granting the Manager title of ownership over Port assets including Terminal assets nor the right to encumber such assets in any way.

IT IS AGREED as follows:

1. **DEFINITIONS:**

- 1.1 For the interpretation of this Contract, the following terms shall have the meanings assigned to them by these definitions:

Additional Facilities shall have the meaning set forth in Recital C.

Anti-Competitive Practices shall have the meaning given to it in Clause 4.3.2.

Anti-Competitive Practices Occurrence shall have the meaning given to it in Clause 4.3.8.(a).

Anti-Corruption Laws means any Applicable Law relating to corruption, bribery, money laundry and other similar prohibited practices.

Applicable Law means any decree, resolution, law, statute, act, ordinance, rule, by-law, directive (to the extent having the force of law), order, treaty, code, regulation, international convention or treaty (including any of the foregoing relating to health, safety, international trade or security matters or any Environmental Law) or any interpretation of the foregoing or any changes or modification thereof, as enacted, issued or promulgated by any Authority.

Authority means any of the government of Lebanon or any ministry, department or political subdivision thereof, and any person under the direct or indirect control of any such government, ministry, department or political subdivision exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other governmental entity, instrumentality, agency, authority, corporation, committee or commission, or any independent regulatory authority, in each case within Lebanon, and any successor to or any assignee of any of the foregoing.

Change of Law shall have the meaning given to it in Clause 24.

Conditions Precedent shall have the meaning given to it in Clause 3.1.

Contract means this contract for the management, operation and maintenance of the Terminal, its Schedules including maps and any amendment thereto to which the Parties may mutually consent from time to time. The Contract also includes the Tender Document insofar as its terms are not explicitly contradicted, amended or superseded by the language of this Contract.

Council of Ministers means the Council of Ministers of the Republic of Lebanon.

Dispute means a dispute or difference of any kind between the Parties arising in connection with or out of this Contract including its validity, interpretation or termination.

Effective Date means the date of fulfilment by the Manager or waiver by GEBP of all Conditions Precedent listed under Clause 3.1 and entry into force of this Contract.

Environmental Law means any Applicable Law relating to the environment, health or safety.

Equipment means the equipment listed in Schedule 11 owned by POB and put at the disposal of the Manager during the duration of the Contract for the provision of the Services.

Fees shall have the meaning given to it in Clause 10.2.

Force Majeure Event shall have the meaning giving to it in Clause 14.1.

Gestion et Exploitation du Port de Beyrouth (GEPB) means the entity appointed by the Council of Ministers to manage the POB.

GEPB Claim shall have the meaning given to it in Clause 12.6.1.

GEPB Event of Default shall have the meaning given to it in Clause 16.4.

Handback means the taking over of the management, operation and maintenance of the Terminal and Equipment by either GEPB or any person designated by GEPB to replace the Manager at the Termination Date.

Handback Condition Survey means the survey to be conducted by an Independent Expert in accordance with Clause 19.

Handback Documentation shall have the meaning given to it in Schedule 12.

Handback Plan shall have the meaning given to it in Clause 19.13.1.

Handover means the handing over of the management, operation and maintenance services from the Previous Manager to the Manager in accordance with the Handover Plan set out in Schedule 5.

Handover Period means the period not exceeding thirty (30) days running from the Signature Date to the Effective Date during which the Manager shall complete the Handover from the Previous Manager in accordance with the Handover Plan.

Handover Plan means the plan developed by the Preferred Bidder and agreed with the Previous Manager for the Handover of the Terminal from the Previous Manager to the Manager, to be completed during the Handover Period, including but not limited to all existing Equipment, the TOS, all the employees [without the Previous Manager Management Team], the Maintenance Service and Operation Contracts (if any), and the Equipment spare parts listed in Schedule 10.

Independent Expert means a person having the necessary skill, knowledge and experience to decide the matter referred to him and nominated pursuant to the terms of Clause **Error! Reference source not found.**

Initial Contract Period shall have the meaning given to it in Clause 5.3.1.

International Best Practice means, as applicable, those internationally best recognised terminal operating and management policies, procedures, practices, methods, equipment, specifications and standards of safety and performance, as the same may change from time to time, as are commonly used by professional organisations performing operating, management, maintenance and repair services in connection with facilities of the type and size similar to the Terminal which in the exercise of reasonable judgement in light of the facts known at the time the decision was made, are considered good, safe and prudent practices in connection with the maintenance, operation and use of equipment and facilities substantially similar to those comprising the Terminal with commensurate standards of safety, performance, dependability, efficiency and economy. International Best Practices are not intended to be limited to the optimum practices or method to the exclusion of others, but rather to include reasonable and prudent practices and methods.

Investigating Committee means the committee appointed by GEPB to investigate any allegations of Anti-competitive Practices lodged against the Manager.

[Maintenance Service and Operation Contracts means the maintenance service and operation contracts entered into by the Previous Manager in connection with the operation and maintenance of the Terminal and listed in Schedule 13.]¹

Management Personnel shall have the meaning given to it in Clause 5.3.2.

Manager means [●] as the subcontractor of GEPB with a mandate to manage, operate and maintain the Terminal according to the terms and conditions of the Tender Document and this Contract.

Manager Claim shall have the meaning given to it in Clause 12.3.1.

Manager Event of Default shall have the meaning given to it in Clause 16.3.

Minimum Service Requirements shall have the meaning given to it in Schedule 8.

Non-Compliance Penalties shall have the meaning given to it in Schedule 8.

Notice of Default means a notice that shall set forth, in reasonable detail, the nature of either the Manager Event of Default or the GEPB Event of Default and, where known and applicable, the steps necessary (if any) to cure such Manager Event of Default or GEPB Event of Default.

Panel shall have the meaning given to it in Clause 4.3.6.

Parent Company Guarantee means the guarantee to be issued by the shareholders of the Manager in favour of GEPB guaranteeing to GEPB the fulfilment of the obligations of the Manager by virtue of this Contract in accordance with the form set out in Schedule 7.

Party or Parties means GEPB and/or the Manager, as the case may be.

Performance Bond shall have the meaning given to it in Clause 18.1.1.

Permits means any and all permissions, clearances, licenses, authorisations, consents, sanctions, no-objections, approvals of or from any Authority or GEPB required by either GEPB or the Manager in connection with the Terminal and for the purposes of undertaking, performing or discharging the obligations contemplated by this Contract.

POB shall have the meaning given to it in Recital A.

Previous Manager shall have the meaning given to it in Recital B.

Previous Manager Management Team means the Previous Manager's C-level corporate executives including chief executive officer, chief financial officer and chief operations officer.

Rectification Cost means the cost determined by the Independent Expert in accordance with Clause 19.11.2 and Clause 19.14 following Handback Condition Survey.

Services means the management, operation and maintenance services to be carried out by the Manager and more particularly described in Clause 5.2.

Signature Date means the date on which this Contract is signed.

Step-In Event shall have the meaning given to it in Clause 20.1.

Step-In Rights means the exercise by GEPB of the rights in Clause 200 following the occurrence of a Step-In Event.

¹ This definition (and all references thereto in the body of the Contract) should be removed if the Manager does not reach an agreement with the subcontractors of BCTC prior to the Contract signature date or within the Handover Period.

Subcontracts means any contract entered into by the Manager with third parties for the performance of any part of the Services in accordance with the terms and conditions of this Contract.

Successor Manager shall have the meaning given to it in Clause 19.2.

Tender Document means the tender document No. [insert reference] issued by GEPB in connection the management, operation and maintenance of the POB container Terminal issued in 2019.

Terminal means the container terminal at POB, including quay 16, consisting of 45 hectares of paved area on a two berth site with 1100m of berthing length and a depth of 15.5m and 16.5m (as showing in Schedule 1).

Termination Date means the date upon which this Contract is terminated in accordance with Clause 16.

Termination Notice means a written notice issued by the non-defaulting Party to the defaulting Party following the occurrence of either a GEPB Event of Default or a Manager Event of Default, as the case may be.

TOS shall have the meaning given to in in Clause 9.1.1.

Year means calendar year.

1.2 All other terms shall have the meanings assigned to them in Annex H – Definition and Interpretation of Terms in the Tender Document.

2. DURATION OF THIS CONTRACT

2.1 This Contract shall be in force for an initial period of fifteen (15) Years (the "**Initial Contract Period**") starting as of the Effective Date.

3. EFFECTIVENESS OF THIS CONTRACT

3.1 The Parties' obligations under this Contract are conditional in all respects upon the satisfaction by the Manager or their waiver in writing by GEPB of the following conditions precedent (the "**Conditions Precedent**"):

3.1.1 the provision of the original Performance Bond in the amount and for the period and as otherwise provided for in Clause 18 and in the form set out in Schedule 4 of this Contract;

3.1.2 the provision by the shareholders of the Manager of the Parent Company Guarantee in favour of GEPB in compliance with the form set out in Schedule 7;

3.1.3 certified true copies of the memorandum and articles of association of the Manager, its commercial registration certificate and commercial circular evidencing (i) control of the Manager and ownership of 51% of its capital by the Preferred Bidder or Consortium Leader, in case the Preferred Bidder was organised as a Consortium, who fulfils the Qualification Criteria set out in Sections 4.4 and 4.5 of the Tender Document, and (ii) [ownership of 1/3 of the capital of the Manager by the Lebanese citizen(s) and/or Lebanese company identified by the Preferred Bidder in its Proposal in compliance with the requirements of Section 5.5 of the Tender Document]²;

3.1.4 certified true copies of all Permits required for the Manager to provide the Services and fulfil its obligations in compliance with this Contract;

² Final wording to be adapted in accordance with the ownership structure of the company to be incorporated by the Preferred Bidder post award and pre-Contract signature.

- 3.1.5 certified true copies of insurance certificates and policies evidencing the satisfaction of the obligations of the Manager set out in Clause 13 of this Contract;
 - 3.1.6 certified true copies of documents and certificates evidencing that all licenses, permits, authorizations, rights, titles and interest in the Previous Manager TOS have been duly transferred to the Manager;
 - 3.1.7 National Social Security Fund certificates evidencing the transfer of employment of all of the Previous Manager's employees [and the employees of the Previous Manager's subcontractors]³ to the Manager on the same employment terms and conditions (excluding the Previous Manager Management Team and the Previous Manager's employees who decide not to transfer);
 - 3.1.8 [written evidence of the transfer to the Manager of the Maintenance Service and Operation Contracts entered into by the Previous Manager for the maintenance and operation of the Terminal]⁴;
 - 3.1.9 written evidence of the purchase by the Manager from the Previous Manager of the Equipment spare parts listed in Schedule 10 as well as written evidence of the purchase by the Manager from the Previous Manager of the additional equipment mentioned under Clause 9.2.1, namely 32 Trailer Trucks and 4 Reach Stackers at their respective book values; and
 - 3.1.10 Minutes duly executed by the Previous Manager, the Manager and GEPB evidencing that the Manager has taken over the Terminal and Equipment before the Effective Date in order to be ready to start providing the Services on the Effective Date.
- 3.2 GEPB may waive any or all of the Conditions Precedent set out in Clause 3.1 by written notice to the Manager.
4. **SCOPE OF THE CONTRACT AND COMPETITION/NON-DISCRIMINATION CLAUSES**
- 4.1 Scope of this Contract
- 4.1.1 In consideration of the payment of Fees, GEPB hereby grants to the Manager, in its capacity as subcontractor working for GEPB, the right to occupy, manage, operate, use and maintain the Terminal and the Equipment provided that:
 - (a) GEPB maintains the right to service (either directly or through subcontractors other than the Manager) or order the Manager to service containers shipped on multipurpose vessels (that is, carrying non-containerized cargo) being held elsewhere at its facilities for a remuneration, as well as payment terms and conditions to be agreed upon between the Parties in due course; and
 - (b) this right does not preclude GEPB's right to construct and/or develop the Additional Facilities prior to the Termination Date of this Contract and provided that the construction or development activities do not physically hamper or hinder the provision of the Manager's Services or the discharging of its obligations under this Contract.
 - 4.1.2 Subject to Clause 6, GEPB also grants the Manager the right, at the Manager's own cost and risk, to make such acquisition and purchases (including equipment, but excluding infrastructure) and install such equipment and systems including computer hardware and software at the Terminal, subject to GEPB's prior written approval, as is necessary for it to execute its obligations under this Contract, provided that such equipment, systems, computer hardware and software shall always be compatible and interface seamlessly with the existing and subsequently upgraded equipment,

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⁴ Please see footnote No. 1.

systems, hardware and software installed and operated at POB, customs and other entities operating at the Terminal and the POB, and in particular to:

- (a) maximize the productivity of the container handling operations;
- (b) increase traffic at the Terminal; and
- (c) ensure the highest quality of service for users of the Terminal.

4.1.3 GEPB maintains the right to carry out (either directly or through subcontractors other than the Manager) or order the Manager to carry out certain ancillary services to the Services such as but not limited to the provision, operation and maintenance of an automated mooring system for a remuneration as well as payment terms and conditions to be agreed upon between the Parties in due course. The Manager shall refrain from servicing non-containerized ships without the prior written request of GEPB.

4.1.4 The Manager shall be required to uphold the transshipment contracts annexed under Schedule 14 and entered into between GEPB and [●] and provide the services set out therein in accordance with the terms and conditions provided therein.

4.2 Expansion Project

4.2.1 The Manager shall have the right of first refusal exercisable at any time after the Effective Date, to occupy, manage, operate, use and maintain the Additional Facilities which will thereafter form part of the Terminal.

4.2.2 Immediately upon GEPB deciding to develop any Additional Facilities, GEPB shall notify the Manager in writing of the details of the Additional Facilities to be developed and its proposal for the management, operation and maintenance thereof. Within thirty (30) days of receipt of such notice, the Manager shall notify GEPB in writing whether or not the Manager is interested in managing, operating and maintaining such Additional Facilities and thereafter the Parties shall negotiate, in good faith, with a view to extending this Contract upon such terms and conditions as the Parties may agree. In the event that the Parties fail to reach such agreement within three (3) months from the date of the original notice from GEPB, GEPB shall be free to submit an offer for the management, operation and maintenance of the Additional Facilities to third parties.

4.3 Non Discrimination

4.3.1 The Manager shall operate the Terminal as a Common User Terminal and shall provide equal and fair treatment to all POB users whether current or prospective, without prejudice with respect to access and/or provision of Services.

4.3.2 The Manager will refrain from engaging in discriminatory or anti-competitive behaviour, including but not limited to:

- (a) discriminating between POB users in the terms and conditions of service except under conditions that are objectively justified such as differences in volume and with prior written approval of GEPB;
- (b) passing on information acquired from one POB user to another involved in the same commercial activity, for the purpose of favouring the latter; and
- (c) behaviour that may be reasonably considered by GEPB to have significantly diminished competition between POB users engaged in the same commercial activity or any other discriminatory and anti-competitive practices in respect of POB users, current and prospective.

("Anti-Competitive Practices").

- 4.3.3 GEPB will constantly audit and monitor the Manager's compliance with this Clause 4. In particular, GEPB will:
- (a) monitor the Manager's behaviour to ensure non-discrimination and fair competition for the benefit of all POB users, whether current or prospective; and
 - (b) investigate complaints and disputes related to the discrimination and Anti-Competitive Practices lodged against the Manager.
- 4.3.4 The Manager shall provide the Investigating Committee appointed by GEPB with all the necessary support and assistance to enable it to determine the particulars of any claim lodged against the Manager relating to any alleged Anti-Competitive Practices, and in particular, provide rapid, easy and sufficient access to the necessary information whether in paper or electronic form as necessary for the GEPB to settle the claim.
- 4.3.5 The Manager will not refuse, hinder, hamper or delay any relevant and appropriate request made by GEPB to monitor, audit and investigate claims of discriminatory or Anti-Competitive Practices or activities.
- 4.3.6 Should it be determined as a result of the investigation that the Manager has engaged in what may be considered Anti-Competitive Practices, GEPB shall then install a panel of officials to review GEPB's initial findings. The panel will be constituted of the following persons:
- (a) the Chairman of GEPB, or a member thereof delegated by him, who shall chair the panel;
 - (b) a member delegated by the Minister of Public Works and Transport; and
 - (c) a member delegated by the International Chamber of Navigation of Beirut or by the Lebanese Shipping Agents Syndicate;
- (together, the "**Panel**").
- The Manager and the party lodging the complaint shall each appoint their representatives to present their respective cases to the Panel.
- 4.3.7 The Panel shall review the evidence leading to the investigative report and shall hear arguments from both the party lodging the complaint and the Manager. It will have the authority to order the Manager and the party lodging the complaint to produce all documents and data in support of their relative positions. After the Panel has heard all the evidence, it will issue its decision concerning the claim by a unanimity or majority of votes cast by the members of the Panel.
- 4.3.8 The vote will be according to one of the five (5) following formats:
- (a) determination of the existence of any Anti-Competitive Practices resulting in a warning ("**Anti-Competitive Practice Occurrence**");
 - (b) determination of the existence of any Anti-Competitive Practices resulting in a warning and a penalty to be paid by the Manager and set by the Chairman of GEPB which may not exceed USD250,000 (Two hundred and fifty thousand US Dollars);
 - (c) determination of the existence of any Anti-Competitive Practices resulting in a warning and a penalty to be paid by the Manager and set by the Chairman of GEPB which may not exceed USD250,000 (Two hundred and fifty thousand US Dollars) and a reduction of the Initial Contract Period by one (1) Year for each Anti-Competitive Practice Occurrence and provided that the reductions

undertaken throughout the Initial Contract Period do not exceed a maximum of five (5) Years; or

- (d) determination of the existence of any Anti-Competitive Practices resulting in a warning and a penalty to be paid by the Manager and set by the Chairman of GEPB which may not exceed USD250,000 (Two hundred and fifty thousand US Dollars) and termination of the Contract upon the determination of Anti-Competitive Practice Occurrences and subsequent successive reductions of the Initial Contract Period reaching the maximum five (5) Year reduction threshold provided for in Clause 4.3.8.(c); or
- (e) determination of the absence of any Anti-Competitive Practices.

4.3.9 In all cases, the Panel may recommend the adoption of rules or procedures of a nature to avoid the recurrence of the circumstances leading to the complaint. GEPB may then require the Manager to adopt such rules or procedures for the remaining duration of this Contract and the Manager shall abide by the adopted rules and procedures.

4.3.10 If, and as a result of the decision of the Panel, the Manager is found to be in repeated violation of the non-discrimination and anti-competitive requirements of this Contract or, if any violation, while repeated, is judged by GEPB to be of sufficient gravity, then GEPB may immediately terminate this Contract.

4.3.11 The remedies provided for in Clauses 4.3.8 and 4.3.10 are not mutually exclusive of each other and GEPB may choose any combination of one or more of the remedies provided as it may deem fit.

4.3.12 In all cases, where a penalty is levied, and should the Manager refuse or default on the payment of such penalty, GEPB shall then be able to collect the amount of the penalty from (i) any amount due or to become due to the Manager and/or (ii) the Performance Bond.

5. THE SERVICES:

5.1 Handover

Immediately following the Signature Date:

5.1.1 the Parties will work together in good faith to enable the Manager to carry out and complete the Handover of the Terminal from the Previous Manager during the Handover Period in accordance with the Handover Plan set out in Schedule 5 and to take such other action as may be necessary to be fully operational on or before the end of the Handover Period;

5.1.2 GEPB shall procure that the Previous Manager will provide such assistance and support to the Manager in connection with the performance of the obligations set out in the Handover Plan including but not limited to the transfer to the Manager of all existing Equipment, the Previous Manager's TOS, all of its current employees [excluding the Existing Manager's Management Team] [and the Maintenance Service and Operation Contracts]⁵.

5.1.3 In the event that the Manager fails to complete the Handover by the end of the Handover Period for any reason not attributable to the fault or negligence of GEPB or the Previous Manager, then the Manager shall pay to GEPB liquidated damages payable immediately on demand of USD2,000 (Two thousand US Dollars) for every day of delay in completing the Handover following the end of the Handover Period. If the Manager fails to pay such liquidated damages immediately on demand, GEPB

⁵ Please see footnote No. 1.

shall be entitled to deduct such amounts from either the Bid Bond or the Performance Bond, as the case may be.

5.2 General Rights and Obligations

The Manager, in its capacity as subcontractor for the provision of the Services, will be responsible for the following:

- 5.2.1 managing the operation of the Terminal and conducting transshipment related services on a twenty four (24) hour/day and three hundred and sixty five (365) days/year in accordance with the obligations under this Contract including, but not limited to:
 - (a) managing the Terminal; and
 - (b) the provision of the TOS, trailers and reach stackers as well as any spares associated with any Equipment and all other goods and services required for the operation of the Terminal;
- 5.2.2 managing and operating the Terminal with a view to optimising its capacity, profitability and throughput and in accordance with International Best Practice and under observation of all the Minimum Service Requirements;
- 5.2.3 establishing, managing and operating a marketing department to promote customer relations and source potential users for the Terminal;
- 5.2.4 in consultation with GEPB and/or whenever needed without consulting GEPB, evaluating the requirement for any and all trailers and reach stackers at the Terminal, the upgrading of the GEPB Equipment and the implementation of any operating system design refinements and submitting the same to GEPB, for GEPB's written approval, in the budgets or any other report prepared by the Manager;
- 5.2.5 supervising the installation of, and thereafter maintaining, any and all equipment approved as aforesaid and maintaining and, where necessary, upgrading all accounting, IT and operating systems used at the Terminal following GEPB's written approval;
- 5.2.6 ensuring that the Terminal is operated in accordance with the terms and conditions of the insurances for the Terminal;
- 5.2.7 processing all claims made in connection with the operation of the Terminal, including claims covered by liability policies in accordance with GEPB's claims policy;
- 5.2.8 handling all third party claims made against or by the Terminal in accordance with GEPB's claims policy (if necessary in conjunction with underwriters) including matters giving rise to litigation, provided that all claims which are made by any company in excess of [●] in aggregate over a six (6) month period shall be the subject of a written report to GEPB who shall, if necessary, instruct the Manager whether any special handling of the matter shall be required;
- 5.2.9 providing advice, assistance and recommendations to GEPB (or such sub-committee as GEPB may designate), upon request, on the setting of appropriate tariff rates and charges for services at the Terminal, taking into account the service rates and in accordance with [●] guidelines and the scale of rates, tariffs set by [●] from time to time;
- 5.2.10 the Terminal facility including buildings, partitions, fences and Equipment may only bear advertising legends, announcements, signs and the like relating to the business of the Manager, and also those which are prescribed by or on behalf of GEPB. The Manager is not entitled to grant third parties the right to advertise on Terminal facilities nor collect any advertising related fees in connection therewith;
- 5.2.11 if required by GEPB, rendering assistance for the collection of all moneys in accordance with the terms of this Contract which are due to GEPB in respect of the

Terminal and any interest thereon so that the same may be held in GEPB's own account in GEPB's name and administered by GEPB;

- 5.2.12 maintaining all books and records in accordance with international accounting standards relating to the operation of the Terminal and the performance by the Manager of its duties hereunder;
- 5.2.13 preparing a detailed report in a form to be agreed with GEPB containing, amongst other things, projected throughput expenditure productivity targets, organisation plan, marketing plan, scheduled maintenance programme, any special or extraordinary maintenance and repairs of the Terminal (including infrastructure), operating results, variances against the budgets and explanations for same, key operating statistics including volumes and productivity measures, handled cargo activity, Terminal productivity, updated forecasts for the balance of the year, and steps to be taken to remedy any deficiencies and shall grant GEPB online access to the relevant data for continuous supervision;
- 5.2.14 preparing monthly reports on current and projected berth usage and capacities at the Terminal suitable to enable GEPB to decide on the timing and commitment to future developments of quay berths and equipment procurement and installation;
- 5.2.15 establishing appropriate operating policies and procedures to ensure that GEPB observes Applicable Law, and to respond to spills or other events at the Terminal or on the adjacent waters which present a risk to the environment;
- 5.2.16 submitting and thereafter maintaining all applications and Permits necessary for the provision of the Services and the operation of the Terminal;
- 5.2.17 circulating all necessary information and instructions to vessels and vessel operators making use of the Terminal;
- 5.2.18 submitting to GEPB a marketing plan to be implemented by the Manager identifying opportunities to increase container volumes at the Terminal which needs to be approved by GEPB prior to the Effective Date and on each anniversary date of each Year throughout the duration of this Contract. GEPB shall monitor the implementation of such plan throughout the duration of this Contract and in the event that the Manager is not abiding by its obligations and commitments pursuant to such plan, GEPB may require the Manager to adopt the necessary remedies and failing which the Manager shall be entitled to terminate this Contract in accordance with Clause 16;
- 5.2.19 meet with GEPB during the first Year of the duration of this Contract on a fortnightly basis and on a monthly basis during the subsequent Years in order to discuss matters relating to the Services and this Contract;
- 5.2.20 controlling cargo and other vehicular and pedestrian activity at the gates of the Terminal as well as inside the Terminal in coordination with GEPB;
- 5.2.21 acting in accordance with Applicable Law and cooperating with GEPB and the Government of Lebanon to the extent required or deemed necessary for the execution of both Parties' obligations under this Contract;
- 5.2.22 coordinating with the Harbourmaster, who has the responsibility for the berthing of vessels, in determining the proper placement and timing for each berthing. The Manager shall abide by the the berthing procedures issued by GEPB and comprising *inter alia* ships distribution on quays and the provision of berthing window;
- 5.2.23 coordinating port operations and activities with POB users;
- 5.2.24 providing all services necessary for the management, operation and maintenance of the Terminal, covering all operative cycles: ship to shore and vice versa, stacking of

containers, receiving and delivering of containers including all horizontal moves as requested by customers, GEPB or relevant stakeholders such as the customs Authority or any other Authority, in accordance with the port regulations, including relevant by-laws;

- 5.2.25 handling Containers from vessel to yard, and vice versa, and providing all services ancillary thereto including terminal handling and container storage at the Terminal;
- 5.2.26 GEPB reserves the right to charge the Manager to operate and maintain the mooring system as from year 2023 onwards against an additional fee to be mutually agreed upon;
- 5.2.27 maintaining the Terminal and Equipment provided by POB in accordance with International Best Practice and in line with the OEM 's requirements, including, amongst others, corrective and preventative maintenance as well as overhauling whenever due (with overhauling covering structure, painting, mechanical components, electrical components, and the due replacement of accessories and spare parts). GEPB will establish an inspection system whereby GEPB and the Manager will jointly review maintenance procedures, preventive maintenance plans and maintenance work performed on a quarterly basis as well as overhauling requirements. The Manager shall document all management, operation and maintenance policies and procedures and keep them at all time updated;
- 5.2.28 carrying out, at its cost and risk, all recurring and incidental maintenance of Equipment and facilities used by the Manager excluding dredging and fenders; and
- 5.2.29 uphold and abide by the existing transshipment contacts appended to the Contract as Schedule 14.

5.3 Employees

- 5.3.1 As part of the Handover Plan, the Manager shall offer employment to all the existing employees of the Previous Manager (to the exception of the Previous Manager Management Team) [as well as the employees of the subcontractors of the Previous Manager]⁶, on the same contractual terms and conditions which were in force during their service with the Previous Manager and the Previous Manager's subcontractors, as the case may be, for a period of at least twelve (12) months from the Effective Date, save for breach of the employment contract by any of the said employees during the twelve (12) month period, failing which GEBP shall be entitled to terminate this Contract in accordance with Clause 16;
- 5.3.2 Without prejudice to the provisions of Clause 5.3.1, as part of the Services, the Manager shall manage and select, recruit and replace suitable management personnel for the Terminal together with any other staff involved in the operation of the Terminal (the "**Management Personnel**") on such terms and conditions as the Manager considers appropriate to coordinate the provision of the Services. The Management Personnel shall comprise a terminal manager, operations manager, maintenance manager, IT manager and such other appointments deemed appropriate by the Manager for the provision of the Services at the Terminal;
- 5.3.3 The Manager shall prepare an organisation chart and keep human resources information for all Management Personnel and update the same as and when necessary throughout the duration of the Contract;
- 5.3.4 The Parties will ensure that all Management Personnel are suitably qualified, experienced and capable of ensuring the effective management, operation and maintenance of the Terminal and its activities;

⁶ Please see footnote No. 1.

- 5.3.5 The Management Personnel shall at all times be employees of the Manager and the Manager shall ensure that they have the usual employees' responsibilities and duties commensurate with their respective roles. The Management Personnel will not act as representatives of GEPB;
- 5.3.6 Before recruitment of any of the Management Personnel, the Manager shall notify GEPB of their names, qualifications, experience, salary and any other information which the Manager considers relevant; such notification does not in any way hold GEPB liable for actions and/or omissions of such personnel;
- 5.3.7 The Manager shall deal with all other personnel matters including all training of all personnel at the Terminal in order to transfer the Manager's expertise to such personnel and ensure that the Terminal achieves the highest international standards for container terminals;
- 5.3.8 Whenever possible, and if not adversely affecting the efficiency of its operations, the Manager shall select its labour force from among Lebanese citizens or persons legally residing in Lebanon. These persons will be selected by the Manager based on their skills and suitability in the discharge of their duties;
- 5.3.9 The Manager commits to train its Lebanese personnel in terminal, management, operation and maintenance skills and techniques on an ongoing basis for the entire duration of this Contract in accordance with the Minimum Service Requirements set out in Schedule 8;
- 5.3.10 The Manager hereby commits to abide by and comply with all relevant labour, public, health and environmental legislation or regulation currently in force in the Republic of Lebanon or which may come to be enacted after this Contract enters into force and generally to abide by, comply with or enforce Applicable Law and more particularly those related to security and safety;
- 5.3.11 The Parties agree that, from time to time, the Manager may require special expertise beyond the capabilities of its permanent staff on specific operating or administrative matters for limited periods of time. In such cases in order to meet this requirement the Manager will source and present for approval by GEPB (such approval not be unreasonably withheld) suitable candidates together with details of their salaries, periods of employment and all other information which the Manager considers relevant;
- 5.3.12 The appointment of the Management Personnel and the support staff shall not in any manner relieve or reduce the obligations of the Manager to carry out and fulfil the Services, and elsewhere in this Contract and the Manager shall remain responsible to GEPB for the performance of the Services;
- 5.3.13 The appointment of any subcontractors for and on behalf of GEPB and/or any Subcontractors for and on behalf of the Manager at any time during the term of this Contract shall not in any way relieve or reduce the obligations of the Manager to GEPB to perform the Services;
- 5.3.14 The Manager commits, during the term of this Contract, to obtain GEPB's prior written approval before appointing any subcontractor in connection with the Services provided for under this Contract; such approval shall not in any way (i) relieve the Manager or reduce his obligation towards GEPB in connection with the performance of the Services, and (ii) does not in any way hold GEPB liable for the actions and/or omissions of appointed subcontractors.

5.4 **Performance Standards**

The Manager shall be held to performance standards consistent with International Best Practice for high productivity container terminals as set out in the Minimum Service

Requirements in Schedule 8. Performance targets may be reviewed by GEPB every five (5) Years as of the Effective Date and the Manager shall abide by the modified standards. The Manager shall provide International Ship and Port Facility Security Code certification and a quality management system certification ISO 9000:2015 or equivalent within a period of three (3) Years from the Effective Date.

6. KEY PERFORMANCE INDICATORS

- 6.1 If the Manager fails to meet the Minimum Service Requirements set out in Schedule 8, the Manager shall be liable to pay the Non-Compliance Penalties to GEPB in accordance with the provisions contained in Schedule 8 unless either such failure was caused by the act or omission of GEPB or as a result of a Force Majeure Event.
- 6.2 The payment of such Non-Compliance Penalties shall not relieve the Manager from its obligations to comply with the Minimum Service Requirements.
- 6.3 Subject to the Manager remedying the breach in accordance with the provisions contained in Schedule 8, GEPB shall be entitled to call upon the Manager to pay the Non-Compliance Penalties by serving, at any time, a written notice to the Manager specifying the Minimum Service Requirements which were not met by the Manager and providing the calculation of the amount of Non-Compliance Penalties payable. The Manager shall have ten (10) days from receipt of such written notice to Dispute the amount payable or otherwise pay the relevant amount. Should the Manager fail to Dispute the amount payable or make such payment to GEPB within such ten (10) day period, GEPB shall be entitled to:
- 6.3.1 deduct the Non-Compliance Penalties from any monies due, or to become due, to the Manager; and/or
 - 6.3.2 call upon or draw down from the Performance Bond the amount of Non-Compliance Penalties payable.
- 6.4 The Manager's repeated non-material failure to comply with the Minimum Service Requirements resulting in the call by GEPB of the entire amount of the Performance Bond at any time during the term of this Contract shall constitute a Manager Event of Default in accordance with Clause 16.3.

7. GENERAL RIGHTS AND OBLIGATIONS OF GEPB

- 7.1 GEPB and/or any successor entity are the custodian of POB and are vested with the power to manage, operate and maintain POB on a commercial basis and to contract with the Manager in relation to such management, operation and maintenance services.
- 7.2 GEPB shall permit the Manager to operate as an independent commercial entity with respect to the Services in accordance with this Contract. It shall allow the Manager to perform management, operation and maintenance of the Terminal, and Equipment, and to occupy office facilities within the area of the POB for the duration of the Contract, or so long as it remains in force.
- 7.3 GEPB shall ensure that the Terminal complies with Applicable Law.
- 7.4 GEPB shall require the Harbourmaster to direct all dedicated container vessels to the Terminal for handling.
- 7.5 The Parties agree and acknowledge that multi-purpose vessels with containers on deck shall have the option of calling at either the break-bulk facilities of POB or at the Terminal.
- 7.6 GEPB shall invoice and collect the tariffs from the users of the Terminal in relation to the Services provided by the Manager in accordance with the terms of this Contract and the Schedules. The Manager shall refrain from invoicing and/or generating any revenue from any party other than GEPB in accordance with the provision of Clause 10.

- 7.7 GEPB shall provide all reasonable support in marketing the Terminal internationally.
- 7.8 GEPB shall ensure that the Manager manages, operates and maintains the Terminal without discrimination among current or potential users, in accordance with the principles set forth in Clause 4.3 of this Contract.
- 7.9 GEPB shall only be responsible for the following services associated with infrastructure and superstructure at the Terminal:
- 7.9.1 conducting all capital and maintenance dredging;
 - 7.9.2 maintaining the quay wall (including marine furniture);
 - 7.9.3 Changing any crane rail beams and piling;
 - 7.9.4 connecting utilities to the Terminal connection points; and
 - 7.9.5 Constructing and maintaining all power substations.
- 7.10 GEPB shall be solely responsible for the acquisition of additional RTGs and STSs, including their procurement and commissioning, if and when required.
- 7.11 The Manager acknowledges and agrees following detailed inspection of the existing infrastructure including roads, sewers, electricity lines and water pipes at the Terminal to have found them suitable, adequate and appropriate for discharging its obligations under this Contract. GEPB shall be responsible for any material repairs to such infrastructure save where such repairs are required as a result of an act or omission of the Manager. If at any time during the duration of this Contract, the Manager determines that the condition of the infrastructure is hindering the discharge of the Manager's obligations, then the Manager may refer the matter in writing to GEPB and request necessary remedies. If GEPB, following a written reminder from the Manager, continues to fail to respond or remedy the situation fifteen (15) days after the date of the first notice, and provided that the situation is urgent and affects the Terminal operations, the Manager may conduct the necessary repairs up to USD20,000 (Twenty thousand United States Dollars) per incident, and invoice GEPB for the cost of such repairs.
- 7.12 GEPB shall be responsible for the maintenance of the berth and wharf. The Manager shall take such measures as are necessary to facilitate GEPB's conducting of dredging, placing and removing any mooring posts in the vicinity of the berth and wharf. GEPB shall coordinate the timing of maintenance activities with the Manager in such a way as to provide minimum operational disruption. If, during the course of such maintenance, damage is inflicted by agents of GEPB to the berths or wharfs, such damage shall be for the account of GEPB. The Manager is not prohibited from contracting with GEPB to provide maintenance of the berths and wharfs in exchange for a fee to be agreed between the Parties.

8. INSPECTION AND AUDIT

- 8.1 In addition to any inspection that may be carried out by any Authority under Applicable Law, GEPB shall be entitled, at its discretion and cost, and with seven (7) days prior written notice, to audit the accounts, contracts, and the business operations of the Manager that relate to the Services at any time during this Contract.
- 8.2 GEPB shall also be entitled at its discretion and cost, and with ten (10) days prior written notice, to audit and inspect any document or material relating to the statements or certificates described in Schedule 7, or to any information contained in such statements, at any time during this Contract.
- 8.3 The Manager shall provide full access to its accounts, contracts and all business related information to the extent necessary for the audits described in this Clause 8 and shall give reasonable assistance to GEPB to conduct its audits.

9. PURCHASE AND ACQUISITION

9.1 Information System

- 9.1.1 The Manager shall purchase, install, deploy and deliver at its own cost and risk a state-of-the-art terminal operating system ("**TOS**"), encompassing berth, yard, terminal, gate and vessel loading and unloading operations, in addition to all container handling activities in accordance with the specifications set out in Schedule 9 within twelve (12) months from the Effective Date.
- 9.1.2 The Manager commits to continuously develop, upgrade and adapt the TOS to cater for new management, market, legal or regulatory requirements, so long as this Contract remains in force. At the termination of this Contract, the TOS shall continue to favourably compare with such terminal operating systems as are then deployed and operational at best ranked ports in accordance with International Best Practice.
- 9.1.3 When first installed, the Manager shall ensure that the TOS communicates seamlessly with such systems as are currently deployed at the POB, including but not limited to the NAJM system, currently deployed by the customs Authority. The Manager further commits to ensure that the TOS will continue to communicate seamlessly with any modification or upgrade to such systems as may be deployed by the POB as well as any new system which may be introduced by POB at any time during the period this Contract is in force.
- 9.1.4 The Manager shall relinquish and transfer all property rights to the TOS to GEPB or any person appointed by GEPB at the termination of this Contract, including keys, source codes, design manuals, documentation pertaining to the TOS and generally any knowledge, information, key or password allowing GEPB to access the TOS, utilize it, and generally modify, amend or upgrade the system in the course of uninterrupted and continuous operation of the Terminal. Should the rights to the TOS not lie with the Manager, then the Manager shall include in all relevant agreements an assignment clause for the rights it holds in favour of GEPB.
- 9.1.5 If and when GEPB acquires and installs a port community system to be used by all POB users and service entities, the Manager shall fully coordinate with GEPB, provide all required assistance, information and data and carry out all actions required from their end for the purpose of the implementation of the port community system with the above-mentioned functionality.

9.2 Purchase of equipment

- 9.2.1 The Manager shall purchase at its own cost and risk any equipment and spare parts in order to discharge its obligations under this Contract, provided no such purchase shall be executed without the prior written approval of GEPB. The Manager shall also commit to purchase equipment and their spare parts, currently used in the operations, from the incumbent at their respective book values.
- 9.2.2 At the expiration or termination of this Contract, GEPB will take back the Equipment and structures put at the disposal of the Manager for the provision of the Services. If additional equipment and facilities purchased by the Manager during the duration of this Contract are fully depreciated, the GEPB shall have the option to either accept to take ownership thereof without payment to the Manager of any reimbursement, or require the Manager to remove its equipment and structures, if any, at its own cost and risk so that the Manager hands back the Terminal to GEPB in the same condition that it was handed over to the Manager from GEPB, normal wear and tear excepted. If, on the other hand, additional equipment and facilities purchased by the Manager during the duration of this Contract are not fully depreciated, the GEPB shall have the option to purchase such equipment and facilities at their depreciated book values or require the Manager to remove such equipment and structures, if any, at its cost and

risk so that the Manager hands back the Terminal to GEPB in the same condition that it was handed over to the Manager from GEPB, normal wear and tear excepted.

9.3 **Purchase of spare parts**

9.3.1 The Manager shall purchase from the Previous Manager the Equipment spare parts listed in Schedule 10 at book value.

9.3.2 The Manager acknowledges that it has examined the aforementioned Equipment spare parts and found them in good condition, appropriate to and compatible with the Equipment dedicated to the Terminal.

9.3.3 The Manager shall take over ownership and custody of the Equipment spare parts on the Effective Date of this Contract, provided payment for the Equipment spare parts has been made to the Previous Manager in full.

10. **TARIFFS AND FEES**

10.1 **Tariffs**

GEPB will establish tariffs for domestic and transit cargo in United States Dollars.

The Manager shall refrain from invoicing and/or generating any revenue from any party in pursuance of this Contract other than from GEPB, in accordance with the terms and conditions of this Contract.

The Parties agree that tariffs shall be billed to users of the Terminal and collected by GEPB.

10.2 **Fees**

The Manager's remuneration (the "**Fees**") under this Contract shall be as set out in Schedule 3. The Fees shall be paid by GEPB to the Manager in accordance with the terms set out in Schedule 3.

11. **COMMENCEMENT OF OCCUPANCY**

11.1 GEPB shall invite the Manager to occupy and the Manager shall occupy the premises of the Terminal and assume custodianship of the Terminal and Equipment as of the Signature Date.

11.2 This Contract relates to the Terminal located at the POB, in addition to the associated buildings and stacking areas that shall form part thereof as more fully described in Schedule 1 to this Contract.

11.3 A list of the buildings, Equipment and other facilities subcontracted to the Manager, together with a detailed inventory of the contents thereof, is shown in Schedule 1 to this Contract.

11.4 A joint survey of the Terminal, its facilities, buildings and Equipment, shall be conducted before the date of commencement of the provision of the Services by the Manager, with the objective that the Terminal and Equipment should be delivered to the Manager in good working condition no later than the Effective Date.

11.5 The Manager shall become responsible for the Terminal facilities and for such stocks of incoming and outgoing merchandise as shall be present therein, and shall also become responsible for the performance of its obligations under this Contract as of the Effective Date.

12. **LIABILITY AND INDEMNITY**

12.1 GEPB shall indemnify and hold harmless, and keep indemnified and held harmless, the Manager and its agents, directors, officers and employees from and against any and all costs, claims, liabilities, damages, charges and expenses of whatsoever nature (including reasonable legal costs) arising out of any claim made by any third party or in respect of any

liability to any third party in connection with any act or omission of GEPB, its agents, directors, officers, or employees under or in relation to this Contract or the performance or exercise (or failure to perform or exercise) its rights and obligations under this Contract.

- 12.2 Notwithstanding the provisions above, GEPB shall not be liable under Clause 12.1 in respect of any matter which results from the wilful default, fraud or dishonesty of the Manager, its agents, directors, officers or employees or which is not covered by insurance held by or for the benefit of GEPB, provided that nothing shall be construed so as to limit the rights of GEPB against the Manager in respect of any material breach of this Contract (or in respect of any negligence on the part of the Manager).
- 12.3 In respect of any claim arising under any indemnity in favour of the Manager contained in this Contract, the Manager shall:
- 12.3.1 as soon as reasonably practical, notify GEPB in writing of the claim (the "**Manager Claim**") against which the Manager is seeking to be indemnified together with all details of the Manager Claim in the actual knowledge or possession of the Manager at the time and becoming known to it at any time thereafter;
- 12.3.2 where the Manager Claim relates to a claim by any third party against the Manager, not admit liability or make any offer, promise, compromise or settlement with the third party without the prior written consent of GEPB (which consent is not to be unreasonably withheld or delayed); and
- 12.3.3 where the Manager Claim relates to a claim by any third party against the Manager, at the request of GEPB and at GEPB's cost, cooperate with GEPB or its insurers, in the defence, settlement and/or counter claim of such Manager Claim.
- 12.4 Without prejudice to the generality of the above, the Manager shall indemnify and hold harmless, and keep indemnified and held harmless, GEPB and its agents, directors, officers and employees from and against any and all costs, claims, liabilities, damages, charges and expenses of whatsoever nature (including reasonable legal costs) arising out of any claim made by any third party or in respect of any liability to any third party in connection with any act or omission of the Manager its agents, directors, officers or employees under or in relation to this Contract or the performance or exercise (or failure to perform or exercise) its rights and obligations under this Contract.
- 12.5 Notwithstanding the indemnity provisions above, the Manager shall not be liable in respect of any matter which results from the wilful default, fraud or dishonesty of GEPB, its agents, directors, officers or employees or which is not covered by insurance held by or for the benefit of the Manager, provided that nothing shall be construed so as to limit the rights of the Manager against GEPB in respect of any material breach of this Contract (or in respect of any negligence on the part of GEPB).
- 12.6 In respect of any claim arising under any indemnity in favour of GEPB, GEPB shall:
- 12.6.1 as soon as reasonably practical, notify the Manager in writing of the claim (the "**GEPB Claim**") against which GEPB is seeking to be indemnified together with all details of the GEPB Claim in the actual knowledge or possession GEPB at the time and becoming known to it at any time thereafter;
- 12.6.2 where the GEPB Claim relates to a claim by any third party against GEPB, not admit liability or make any offer, promise, compromise or settlement with the third party without the prior written consent of the Manager (which consent is not to be unreasonably withheld or delayed); and
- 12.6.3 where the GEPB Claim relates to a claim by any third party against GEPB, at the request of the Manager and at the Manager's cost, cooperate with the Manager or its insurers, in the defence, settlement and/or counter claim of such GEPB Claim.

12.7 Notwithstanding the remaining provisions of this Contract, the maximum liability of the Manager to GEPB in any operating year regardless of the cause of such claim shall in no circumstances exceed [●] provided that all amounts payable under any relevant insurances held by the Manager against any GEPB Claims shall be paid in full to GEPB within fourteen (14) days of receipt of the same by the Manager from the relevant insurance company.

13. **INSURANCES**

13.1 The Manager shall purchase insurance policy(ies) with a reputable local insurance company, acceptable to GEPB, of the type and in the amounts listed in Schedule 6.

13.2 In the event where, for any reason, GEPB may be compelled, by force of law or judicial decision, to settle a claim of death, disability, injury to persons or damage to property, under the responsibility of the Manager, then GEPB will be entitled to recover such claim from the Manager by any legal means possible.

13.3 The Manager shall submit, upon request from GEPB, copies of the insurance policies and any amendments, endorsements thereto or riders thereon for approval of GEPB, and GEPB shall not unreasonably withhold its approval. GEPB may request changes if the insurance policy is not compliant with the specifications set forth in Schedule 6 and the Manager shall abide by and comply with such requested changes.

13.4 The Manager shall maintain insurance coverage of the type and in the amounts set out in Schedule 6 current during the entire duration of this Contract.

14. **FORCE MAJEURE**

14.1 The Parties shall be excused from performing part or all of their obligations under this Contract and shall not be liable for the imposition of any penalties or be liable for damages (except for any penalties or damages then due and owing) if, and to the extent that, they are unable to perform or are prevented from performing their respective obligations by reason of any act of God, act of public enemies, war, restraint of governments, princes or peoples of any nation, riots, insurrections, civil commotion, floods, fire, restrictions due to quarantines, epidemics, storms, any situation or event where access to the Terminal from the sea is blocked to vessels of a tonnage normally able to achieve such access, such as, for example, a vessel sinking at the entrance of the POB or any other causes beyond the reasonable control of the Party claiming an event of force majeure (each a "**Force Majeure Event**").

14.2 Nothing shall affect the liability of GEPB to pay to the Manager any amounts due to the Manager required under this Contract, nor shall either Party be deemed to be in breach of any obligations as a result of a Force Majeure Event.

14.3 Notwithstanding the foregoing provisions, the Parties shall:

14.3.1 make all reasonable efforts to prevent or minimise and thereafter mitigate any delays or costs occasioned by any Force Majeure Event, including recourse to alternative acceptable sources of services, equipment and materials; and

14.3.2 use their best efforts to ensure resumption of normal performance of this Contract and any related agreements after the occurrence of any Force Majeure Event and perform their obligations hereunder and thereunder to the maximum extent practicable. Notwithstanding the above provisions, no relief shall be granted to a Party to the extent that such failure or delay would have nevertheless been experienced by such Party had the relevant Force Majeure Event or its effects not occurred.

14.4 If the Manager cannot manage the Terminal or otherwise substantively perform its obligations under this Contract as a result of a Force Majeure Event, for a period exceeding one hundred and eighty (180) days, then either Party may terminate this Contract.

15. **ENTRANCE AND EXIT**

15.1 The Manager shall at its own cost and risk be responsible for:

15.1.1 compliance with Applicable Law;

15.1.2 monitoring all land and sea entrances to the Terminal and maintaining all perimeter fencing around the Terminal area;

15.1.3 monitoring the access of unauthorized personnel or parties that are not allowed access to the Terminal area and ensuring that the government's security bodies are advised of the access or attempted access of such personnel or parties in a way that would allow timely reaction of the security bodies to prevent such access or to provide a remedy therefore;

15.1.4 keeping the Terminal in good order and condition at all time;

15.1.5 ensuring all traffic operations, vehicular traffic and all transport activities related to the Terminal area shall be conducted in accordance with Applicable Law and/or internal regulations;

15.1.6 ensuring that vehicles are parked only in locations designated to that effect; and

15.1.7 ensuring a final check of cargo and/or containers at the gates of the Terminal including the organization of the entrance and exit of cargo whether incoming or outgoing.

15.2 The Manager shall promptly and fully respond to GEPB's request for the correction of any organizational or monitoring deficiencies which may affect the security of the Terminal and ensure that adequate means and measures, as may be reasonably available to the Manager, are taken to counter specific security threats as may emerge and be determined by GEPB and notified to the Manager from time to time.

15.3 It is understood that ultimate responsibility for the security of the Terminal rests with government security bodies, which are authorized to deliver entry passes to personnel or other parties. The Manager may notify its concerns in connection with the delivery of specific passes in writing to the responsible security body. In this case, the Manager will void its liability vis-à-vis any loss, damage or expense caused by such personnel or party or any act committed thereby.

16. **TERMINATION**

16.1 **Expiry**

This Contract shall terminate automatically at the end of the Initial Contract Period, or any reduced Initial Contract Period determined in accordance with Clause 4.3.8, provided that this Contract has not been terminated earlier in accordance with Clause 16.2 or Clause 4.3.8, or Clause 4.3.10, or Clause 14 or on any of the grounds described in this Clause 16.

16.2 **Early Termination**

(a) this Contract is awarded by GEPB to the Manager on the condition that the Manager shall perform each and every one of its obligations set forth in this Contract. In the event that the Manager is found to be in default or if this Contract is terminated for any other reason mentioned herein, then the Manager shall be notified of the termination of this Contract without the need for any court action and GEPB shall take possession of the Terminal as permitted under Applicable Law;

(b) in the event that an Authority issues a decision for the privatisation, expropriation, compulsory acquisition, nationalisation or any other act of

similar nature relating to POB or GEPB or the Terminal and such decision results in the termination of the Contract or materially affects the Manager, the Terminal and/or the ability of the Manager to perform its obligations under this Contract, then GEPB shall have the right to terminate the Contract subject to a twelve (12) month notice and the Manager shall be entitled to compensation in accordance with Schedule 2.

16.3 Events of Default

A "**Manager Event of Default**" shall mean any of the following:

- (a) the Manager's repeated non-material failure to comply with the Minimum Service Requirements resulting in the call by GEPB of the entire amount of the Performance Bond at any time during the term of this Contract;
- (b) the Manager's failure to provide, maintain, reinstate to initial value following partial draw down or renew, as may be required, the Performance Bond;
- (c) a material breach of this Contract by the Manager;
- (d) repeated non-material breaches of this Contract by the Manager that:
 - (i) have a result materially similar to the result of a material breach; or
 - (ii) have a material adverse impact on the use and enjoyment of the Services by POB users;
- (e) the Manager passing a resolution for voluntary winding up or the appointment of a liquidator, administrator, trustee or receiver for the whole or a substantial part of the undertaking of the Manager by any court of competent jurisdiction or the commencement of any other legal proceeding that have materially the same intention;
- (f) failure to maintain insurance coverage in accordance with Clause 13 for the entire duration of this Contract and/or secure prior written approval of GEPB or abide by requests for changes issued thereby;
- (g) failure by the Manager to complete the Handover within sixty (60) days of the Signature Date;
- (h) failure by the Manager to acquire and implement a TOS in accordance with Clause 9.1 and the TOS requirements set forth in Schedule 9 during the Transition Period;
- (i) failure by the Manager to pay any amounts due to GEPB in accordance with the terms of this Contract and where such payments are not made on time then within sixty (60) days of receipt of written notice of such default from GEPB;
- (j) If at any time, any payment, assessment, charge, lien, penalty or damage herein specified to be paid by the Manager or any portion thereof shall be in arrears and unpaid for a period of sixty (60) days, provided GEPB has issued at least two (2) written notices for payment of charges;
- (k) the declaration of the Manager as bankrupt or its entry into receivership or its becoming insolvent;
- (l) the assignment or subcontracting of the Services or any portion thereof by the Manager (other than the Services covered by the Maintenance Service and Operation Contracts) without the prior written consent of GEPB;

- (m) failure by the Manager to perform any of its repair and maintenance obligations in accordance with this Contract within thirty (30) days of a relevant written request from the Manager issued in accordance with this Contract;
- (n) the Manager charging users of the Terminal tariffs or rates or levying charges unless expressly approved by GEPB;
- (o) any modification of the ownership structure or change of control of the Manager without the prior written approval of GEPB;
- (p) the Manager, through any of its corporate officers and officials or employees, by taking advantage of their free access to POB premises and the vessels calling POB, becomes engaged in, or knowingly fails to, take action to prevent the commissioning of any activities prohibited by Applicable Law;
- (q) repeated failure of the Manager to provide the Services to users of the Terminal in accordance with this Contract;
- (r) any serious infringement to Applicable Law, such as a breach of confidentiality, or to the customary rules of maritime transportation;
- (s) failure by the Manager to perform any of its obligations under this Contract and failure to rectify the situation, thirty (30) days after receiving the decision of the existence of a violation by the Panel referred to in 4.3.8 hereunder;
- (t) failure by the Manager to complete or secure waiver by GEPB of any and all Conditions Precedent within thirty (30) days of the Signature Date; and
- (u) failure to provide International Ship and Port Facility Security Code certification and/or a quality management system certification ISO 9000:2015 or equivalent within a period of three (3) Years from the Effective Date.

16.4 A "**GEPB Event of Default**" shall mean any of the following:

16.4.1 breach by GEPB of its obligations under Clause 17;

16.4.2 a material breach of this Contract by GEPB;

16.4.3 privatisation, expropriation, compulsory acquisition, nationalisation or any other act of similar nature materially affecting the Manager, the Terminal and/or the ability of the Manager to perform its obligations under this Contract.

16.5 On the occurrence of a Manager Event of Default and if such Manager Event of default is remediable, GEPB may, without prejudice to the provisions of Clause 16.3 serve a Notice of Default on the Manager requiring the Manager to remedy the Manager Event of Default within sixty (60) days of such Notice of Default or such longer period as may be agreed by GEPB. If the relevant matter or circumstance is irremediable or has not been remedied or rectified within sixty (60) days of such Notice of Default or such longer period as may be agreed by GEPB, GEPB may serve a Termination Notice, and Clause 16.8 shall apply.

16.6 On the occurrence of a GEPB Event of Default, the Manager may serve to GEPB a Notice of Default requiring GEPB to remedy the GEPB Event of Default within sixty (60) days of such Notice of Default, or such longer period as may be agreed by the Manager. If the relevant matter or circumstance has not been remedied or rectified within sixty (60) days of such Notice of Default or such longer period as may be agreed by the Manager, the Manager may serve to GEPB a Termination Notice and Clause 16.8 shall apply.

- 16.7 Any Termination shall be without prejudice to any rights or liabilities of the Parties which have accrued on or before the Termination Date but no Party shall have any rights to require performance of or liabilities to perform this Contract after such date.
- 16.8 Upon termination:
- 16.8.1 GEPB shall be entitled to enter any premises of the Manager to recover any Equipment, documents or materials belonging to it or provided by it to the Manager;
- 16.8.2 all right, title and interest that the Manager may have had in the Terminal and the Equipment immediately prior to Termination shall vest absolutely in GEPB free from encumbrances and the Manager shall complete the Handback in accordance with the Handback Plan and in particular:
- (a) take all such action and execute all such documents as GEPB may reasonably require to perfect such vesting in GEPB free from encumbrances; and
 - (b) transfer or procure the transfer to GEPB or such other person as GEPB may direct of all of the Manager's rights under all contracts capable of assignment, novation or transfer entered into by the Manager in connection with the performance of its obligations under this Contract or relating to the management, operation or maintenance of the Terminal or the Equipment and pending such transfer hold its rights under those contracts for the account and to the order of GEPB or such other person as GEPB shall direct all fees and charges accrued (but unpaid) pursuant to this Contract shall forthwith become due and payable.
- 16.9 If Termination results from default of the Manager or any other cause of non-compliance, GEPB shall be entitled to collect penalties from the Performance Bond mentioned herein up to the total value of the Performance Bond. If GEPB determines that damages exceed the amount of the Performance Bond, then GEPB shall have the right to use all legal means to obtain compensation by way of damages for breach of this Contract.
- 16.10 The remedies herein given to GEPB are cumulative and concurrent. The recovery of the Terminal shall not deprive GEPB of any of its other remedies or rights of action against the Manager under this Contract or at law.

17. **BRIBERY AND CORRUPTION**

17.1.1 From the Signature Date, the Parties shall each ensure that at all times:

- (a) they have in place adequate policies, procedures and guidelines relating to compliance with Anti-Corruption Laws;
- (b) they comply with Anti-Corruption Laws;
- (c) all directors, officers, employees and representatives of the Parties are given adequate training in relation to Anti-Corruption Laws and business ethics and conduct, and that adequate procedures shall be put in place for reporting a violation or suspected violation by any member of either Party and for investigating such reports; and
- (d) they shall maintain adequate books and records in compliance with the Anti-Corruption Laws.

17.1.2 Either Party shall have the right (acting reasonably in all the facts and circumstances then subsisting) to request additional anti-corruption, anti-money laundering, or other compliance-related undertakings, documents, information, and assurances from the

other Party as is in the reasonable opinion of the requesting Party necessary to confirm or assure compliance with the undertakings set out in this Clause.

- 17.1.3 Each Party agrees, and agrees to procure that any person who performs services for it or on its behalf in connection with the Services (including any employee, officer or subsidiary) will do or fail to do any act or thing the doing or omission of which does or could contravene the provisions of any:
- (a) sanctions programme administered by the Office of Foreign Asset Control of the United States Treasury Department;
 - (b) sanction programmes effected in any other jurisdictions by reason of European Union regulation or United Nation regulations; or
 - (c) laws or regulations in any other jurisdiction applicable to the Parties and imposing a sanctions programme from time to time with which the Parties are required to comply.

18. **PERFORMANCE BOND**

- 18.1.1 Within thirty (30) days after the Signature Date, the Manager shall provide a Performance Bond in the amount of USD5,000,000 (Five million United States Dollars) in the form of Schedule 4 (the "**Performance Bond**").
- 18.1.2 The Performance Bond shall be in the form of an irrevocable bank guarantee without reservation issued by a Lebanese bank approved by GEPB (such approval not to be unreasonably withheld or delayed) and be a guarantee of the Manager's obligations to GEPB in respect of its obligations under this Contract.
- 18.1.3 The Performance Bond shall be valid throughout the duration of this Contract, and shall survive its termination until such a time as GEPB has determined that the Manager has fully completed all its obligations under this Contract, including any obligations that may survive such termination and until said obligations are discharged in full.
- 18.1.4 Without prejudice to any other right which GEPB may have under this Contract or according to Applicable Law, GEPB shall have the right to draw on the Performance Bond and claim the amount guaranteed on demand upon the Manager's failure to pay any undisputed amounts arising out of this Contract or in relation thereto when due and shall, at the time of the exercise of such right, send a notice to the Manager describing the reasons for drawing on part or all of the Performance Bond.
- 18.1.5 Upon and only if such drawing is not Disputed by the Manager, GEPB shall grant the Manager a period of fifteen (15) days to renew the Performance Bond or reinstate it to its initial value prior to the draw down. The provisions set out in this Clause 18 shall apply mutandis mutatis to such renewed or reinstated Performance Bond. If any such drawing is disputed by the Manager, the Manager shall not have any obligation to renew or reinstate the Performance Bond with regard to the disputed amount until the resolution of such Dispute in accordance with this Contract. If any such Dispute is resolved in favour of GEPB, GEPB shall grant the Manager a period of fifteen (15) days from the date of resolution to renew or reinstate the Performance Bond or if resolved in favour of the Manager, the Manager shall not have any obligation to renew or reinstate the Performance Bond with regard to the disputed amount until it has received all compensation payments from GEPB in accordance with the terms of the resolution of the Dispute.

18.1.6 If the Manager disputes any drawing by GEPB on the Performance Bond and the Parties agree or it is determined in accordance with the terms of this Contract that such drawing was in breach of this Clause 18, GEPB shall repay the total amount of any such drawing to the Manager together with legal interest from the date of such drawing until payment is received by the Manager subject to a maximum period of six (6) months in the event that the Dispute is not settled or an agreement is not reached within such period. Payment shall be due within thirty (30) days following resolution of such Dispute or agreement.

19. **HANDBACK AND TRANSFER**

19.1 The Parties agree that the Handback of the Terminal shall be conducted in accordance with the procedure set out in this Clause 19, except in the case of Termination other than upon expiry of the Initial Contract Period or reduced Initial Contract Period as determined in accordance with Clause 4.3.8, in which case the provisions of Clause 19.2.2 shall apply.

19.2 The Manager shall cooperate with, and provide all access and information commencing:

19.2.1 twenty-four (24) months prior to the expiry of the Initial Contract Period or reduced Initial Contract Period as determined in accordance with Clause 4.3.8; or

19.2.2 in the case of Termination other than due to expiry of the Initial Contract Period, as soon as practicable after the issuance of a Termination Notice, to GEPB (or any third party designated by GEPB) and the Independent Expert, as may be required for the Handback to be carried out pursuant to this Clause 19 and for GEPB (or any third party designated by GEPB) to conduct surveys and inspections in order to prepare for the taking over of the management, operation and maintenance of the Terminal by either GEPB or any person designated by GEPB to replace the Manager (the "**Successor Manager**"), including for the purposes of installation of any software or other information technology systems necessary for the continuation of the operation of the Terminal after the Termination Date.

19.3 GEPB or a Successor Manager shall, from the period starting twelve (12) months before the expiry of the Initial Contract Period or reduced Initial Contract Period as determined in accordance with Clause 4.3.8, or, in the case of Termination other than due to expiry of the Initial Contract Period or reduced Initial Contract Period as determined in accordance with Clause 4.3.8, as soon as practicable before the Termination Date, be entitled to interview with personnel and their representatives as GEPB or the Successor Manager, as applicable, in its discretion deems fit. In so doing, GEPB shall have, or shall procure that the Successor Manager has due regard to and observes Applicable Law.

19.4 The Manager shall terminate at its sole cost and risk:

19.4.1 all existing arrangements for the operation of the Terminal;

19.4.2 any other agreements relating to the personnel or employees' representatives concerned and all contracts of employment with employees in relation to the Terminal; and

19.4.3 the relevant contracts of employment of the personnel.

19.5 Subject to Applicable Law, the Manager shall transfer to GEPB or the Successor Manager, as applicable, the employment records of the current or former employees of the Manager whom GEPB or the Successor Manager, as applicable, may reasonably require.

19.6 Without prejudice to any other provision in this Contract, the Manager shall have properly managed, operated and maintained the Terminal and Equipment throughout the duration of this Contract so that on the Termination Date, all Equipment is in reasonable working condition and the Terminal shall be in a condition that:

- 19.6.1 allows the Terminal to operate as a commercial container terminal on competitive terms capable of handling vessels;
 - 19.6.2 allows that the levels of performance of the Terminal and the Equipment are able to meet the requirements of the Minimum Service Requirements; and
 - 19.6.3 in the case of the Port assets, for a period of thirty (30) years beyond the Termination Date, provided that the period applicable shall not be greater than the residual life of each Port asset, based on its time of commissioning and design working life in line with any approved design documents, technical specifications and International Best Practice, it being assumed that from the Termination Date the Terminal will be managed, operated and maintained in accordance with International Best Practice.
- 19.7 For the avoidance of doubt, the Manager:
- 19.7.1 makes no express or implied warranty and shall not be liable with respect to the Terminal and Equipment beyond the Termination Date; and
 - 19.7.2 shall not have any liability for the damage to or caused by the Terminal or Equipment beyond the Termination Date unless such damage results from an act or omission of the Manager prior to the Termination Date.
- 19.8 On the Termination Date, the Manager shall:
- 19.8.1 return to GEPB peaceful possession of the Terminal and the Equipment free of any encumbrance;
 - 19.8.2 transfer to GEPB all its rights, titles, warranties and interest in the assets comprised in or used in connection with the Terminal and the Equipment which are required to be transferred to GEPB in accordance with this Contract and execute such deeds and documents as may be necessary for such transfer and complete all legal or other formalities required;
 - 19.8.3 hand over to GEPB all documents including design documents, plans, drawings, as built drawings, manuals and records relating to management, operation and maintenance of the Terminal and the Equipment;
 - 19.8.4 have transferred the relevant transferable technology and up-to-date know-how relating to design, construction, operation and maintenance of the Terminal, the Equipment and the Services;
 - 19.8.5 assign or cause to be assigned to GEPB or any other person instructed by GEPB any Subcontracts which are (i) valid and subsisting; and (ii) which GEPB has chosen to take over. For this purpose, the Manager shall ensure that all Subcontracts are assignable in favour of GEPB without any further action on part of the respective counterparties. The Manager shall entirely at its cost, terminate all such Subcontracts which are not transferred/assigned and/or are not required to be transferred/assigned to GEPB;
 - 19.8.6 if requested by GEPB, transfer or cause to be transferred to GEPB or any other person instructed by GEPB all of the Manager's employees which GEPB or such other person chooses to take over;
 - 19.8.7 at its cost, transfer to GEPB all Permits which GEPB may require and which can be legally transferred; provided that if the termination is due to a GEPB Event of Default, the cost of such transfer shall be borne or reimbursed by GEPB; and
 - 19.8.8 at its cost, remove from the Terminal and within ninety (90) days from the Termination Date, any non-compliant assets and any moveable assets that are not taken over by or not to be transferred to, GEPB pursuant to the provisions of this Contract.

- 19.9 Subject to the provisions of the Handback Plan, the Manager shall, provide all Handback Documentation specified in Schedule 12.
- 19.10 The Manager and GEPB shall jointly appoint an Independent Expert to conduct two (2) Handback Condition Surveys, provided that:
- 19.10.1 the first Handback Condition Survey shall be made at least twelve (12) months prior to the expiry of the Initial Contract Period or reduced Initial Contract Period as determined in accordance with Clause 4.3.8; and
- 19.10.2 the second Handback Condition Survey shall be made on or about the Termination Date.
- 19.11 In carrying out:
- 19.11.1 the first Handback Condition Survey, the Independent Expert shall determine what is required to place the Terminal and the Equipment in compliance with the specifications and conditions applicable to them pursuant to this Contract; and
- 19.11.2 the second Handback Condition Survey, the Independent Expert shall determine the Rectification Cost, and, in doing so, the Independent Expert may receive information and submissions from either Party provided that any communication between a Party and the Independent Expert must be in writing with a copy sent to the other Party to ensure that the process for the issuance of the Handback Condition Survey is transparent and preserves the independence of the Independent Expert.
- 19.12 If, as a result of the first Handback Condition Survey undertaken in accordance with Clause 19.11.1, the Independent Expert considers that the Terminal or the Equipment or any part thereof have not been managed, operated and maintained in accordance with this Contract, the Independent Expert shall notify in writing the Manager of such situation (with a copy to GEPB) and the Manager shall, at its cost and expense, take all necessary steps to put the same in good working condition prior to the Termination Date.
- 19.13 **Handback Plan**
- 19.13.1 The Manager and GEPB shall meet no later than twelve (12) months before the end of the Initial Contract Period or reduced Initial Contract Period as determined in accordance with Clause 4.3.8 to discuss and seek to agree on a plan determining the practical modalities for the taking over of the operations of the Terminal by GEPB including the Successor Manager (or any third party designated by GEPB) (the "**Handback Plan**").
- 19.13.2 The Handback Plan shall include a training programme for GEPB's personnel and shall set a schedule for delivery of the documents listed in Schedule 12.
- 19.13.3 The discussions of the Manager and GEPB relating to the Handback Plan shall be duly documented by the Manager who shall submit to GEPB for approval (such approval not to be unreasonably withheld or delayed) minutes thereof as well as a draft Handback Plan no later than ten (10) days following the date on which such discussions occurred or on which the Handback Plan was agreed (as applicable).
- 19.14 **Handback upon Early Termination**
- 19.14.1 Within ten (10) days of the service of a Termination Notice, GEPB and the Manager shall appoint an Independent Expert pursuant to Clause 19.10 to conduct a Handback Condition Survey. Such Independent Expert shall prepare and communicate to the Parties such survey within twenty (20) days of its appointment.
- 19.14.2 In carrying out such Handback Condition Survey, the Independent Expert shall determine the Rectification Cost.

20. **STEP IN**

20.1 Without prejudice to any of its other rights under this Contract, GEPB shall be entitled (but not obliged), to step-in or instruct a third party to step in and undertake actions in accordance with Clause 20.3 upon giving seven (7) days prior written notice to the Manager if a Manager Event of Default occurs that:

20.1.1 is (individually or in aggregate) so substantial as to adversely and materially affect the present or future ability of the Terminal to operate in accordance with International Best Practice; and

20.1.2 has not been remedied within sixty (60) days from the date of a Notice of Default issued by GEPB,

(a "**Step-In Event**").

20.2 If a Force Majeure Event occurs which presents a material and immediate risk that the Terminal will not be operated safely and consistently in accordance with International Best Practice, the Parties shall work together to ensure that the Terminal is operated safely and consistently and on the understanding that if the Parties cannot agree on the action required and/or the allocation of costs associated with such action, they shall refer the matter to an Independent Expert who shall determine the most appropriate course of action in all the circumstances as well as the allocation of costs associated with such action.

20.3 Following the expiry of the notice period referred to in Clause 20.1 following the occurrence of a Step-In Event, GEPB shall have the right to step-in and may notify in writing the Manager of the following:

20.3.1 a description of the emergency remedial action it intends to take, which may include the taking over of the management, operation and maintenance of all or part of the Terminal and Equipment, including by limiting the access of the Manager to the Terminal, by operating the Equipment and by giving instructions to the personnel;

20.3.2 the reason for such action;

20.3.3 the date it wishes to commence such action;

20.3.4 the time period which it believes will be necessary for such action; and

20.3.5 to the extent practicable, the effect on the Manager and its obligations to provide the Services during the period such action is being taken.

20.4 GEPB shall exercise its Step-In Right directly or may instruct any third party of its choice to act on its behalf.

20.5 In any event, at all times during the exercise of its Step-In Right, GEPB shall comply with International Best Practice and the same standards as the Manager in the performance of its obligations under this Contract.

20.6 Whilst GEPB is exercising its Step-In Rights, GEPB shall be responsible for any damage (excluding any type of economic or consequential losses) resulting from any act or negligence of GEPB.

21. **CONFIDENTIALITY**

The Manager shall hold in confidence the terms of this Contract and all documents, materials and other information, whether technical or commercial, supplied by or on behalf of GEPB and/or POB in connection with this Contract and the Services provided for therein and shall not, except with GEPB's prior written authority, publish or otherwise disclose the same otherwise than as expressly provided for in this Contract unless or until the Manager can reasonably demonstrate that any such document, material or information is in the public

domain through no fault of the Manager and through no breach of this Contract, whereupon to the extent that it is in the public domain this obligation shall cease.

22. **LIABILITY CLAUSES**

If cargo is shipped without proper customs release and GEPB is held liable by the customs Authority, then GEPB can charge the Manager in the amount of indemnity to which penalties, damages and interest in the amount of settlement made by GEPB shall be added.

23. **TAXES**

The Manager shall be responsible for the payment of all national and local taxes in respect of its performance of the Services (including the stamp duty arising from the execution of this Contract) and its rights and obligations under or pursuant to this Contract.

24. **CHANGE OF LAW**

24.1 Change of Law shall mean occurrence of any of the following events after the Effective Date of this Contract:

24.1.1 the enactment of any Applicable Law; or

24.1.2 the modification, repeal or re-enactment (other than re-enactment that merely consolidates or codifies existing Applicable Law) of any existing Applicable Law to the extent that such Change in Law has a material adverse effect on the rights and obligations of the Manager under this Contract, and that such event has not been caused due to fault or negligence of the Manager.

24.2 Notwithstanding anything contained in the Clause above, Change in Law shall not include any changes in the tax laws or change in law of general applicability, but which only have an economic and financial impact on the Manager.

24.3 Upon the occurrence of a Change in Law, the Manager shall send a written notice to GEPB stating precise details of the Change in Law and the effects of such Change in Law.

24.4 Upon such written notice the Parties shall meet for a period of up to sixty (60) days, negotiate in good faith modifications to this Contract that are reasonable and will mitigate the effects of the Change of Law, so as to place the Manager in substantially the same financial position as it was prior to the Change in Law; upon reaching an agreement, the Parties shall execute such amendments to this Contract within thirty (30) days thereof.

24.5 If, after the sixty (60) days of the commencement referred to in Clause 24.4 the Parties are unable to reach an agreement on amendments to this Contract the matter shall be referred to an Independent Expert to determine the impact on the Manager.

24.6 In the event that a Change in Law renders impossible the exercise by the Manager of any of its material rights or obligations – unless such obligation is waived by a person having the power to do so under this Contract – the Manager may serve notice for the termination of this Contract, provide that prior to the service of the Termination Notice, the Parties shall consult in good faith during a period of one hundred and eighty (180) days, to mitigate the material adverse impact of the Change in Law. In the event that the Parties are unable to agree to changes in the Contract to mitigate the impact of the Change in Law during the one hundred and eighty (180) day period, either Party may refer the matter to Dispute resolution. In such case the Termination Notice shall take effect thirty (30) days after its service. The Parties shall bear the respective impact of any economic consequences of the Change in Law.

25. **DISPUTE RESOLUTION**

If any Dispute or difference shall arise between GEPB and the Manager touching on any matter or issue connected to this Contract, its construction, interpretation, validity, duration or termination, or to the rights and obligations of the Parties thereunder, then and in every such

case, the Dispute shall be referred to the other Party, for a period of ninety (90) days, in order to achieve amicable negotiation and resolution. If such amicable negotiation is not conducive to a settlement of the matter, then that Party shall refer the Dispute to the competent Lebanese court accordance with Clause 26.

26. GOVERNING LAW AND JURISDICTION

This Contract and any Dispute or claim (including non-contractual Disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Lebanon. The Parties irrevocably agree that the competent Lebanese courts shall have exclusive jurisdiction to settle any Dispute or claim (including non-contractual Disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

27. WAIVERS

27.1 Any waiver at any time by either Party of any breach in, any of the terms, covenants, provisions and conditions of this Contract, shall not be construed as a waiver of any other terms, covenants, provisions and conditions hereof, or as a waiver of any breach or default other than specifically waived. Nor shall any such waiver, whether of short or long duration, and whether unique or repetitive, limit or abrogate in any way the rights of each Party to denounce such waiver and revert to such amendment thereto, or as was applicable prior to the events, actions or omissions construed or interpreted as implying such waiver.

27.2 In general, no waiver shall be deemed to have been made unless expressed in writing.

28. NOTICES

28.1 All notices or other communications under this Contract shall be deemed to be duly given or made when given in writing and:

- (a) when delivered, in the case of personal delivery or post; or
- (b) when despatched, in the case of e-mail (provided that no delivery failure message is received by the sender); or
- (c) when received in the case of facsimile,

in each case when addressed to the relevant Party at the address given below and for the attention of the person specified below or at such other address or for the attention of such other person as such Party may after the date of this Contract specify in writing for such purpose to the other Party by notice in writing.

GEPB:

[]

For the attention of: []

E-mail: []

The Manager:

[]

For the attention of: []

E-mail: []

28.2 All notices under this Contract must be given in writing.

28.3 A notice or other communication received on a non-working day or after business hours in the place of receipt shall be deemed to be served on the next following working day in such place.

29. **SEVERABILITY OF THE CLAUSES/ILLEGALITY**

If any provision of this Contract is held to be illegal or invalid under present or future laws or regulations effective and applicable throughout the duration of this Contract, such provision shall be fully severable, and this Contract shall be constructed as if such illegal and invalid provision had never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severability from this Contract.

30. **ENTIRE AGREEMENT**

This Contract supersedes any prior agreements, commitments, representation, writing and discussion between the Parties and may not be changed, modified or supplemented in any way except in writing by both the Manager and GEPB, or their successors, or assigns.

SCHEDULE 1
Plan of the Terminal

SCHEDULE 2
Early Termination Payment in case of Privatization or similar event

In the occurrence of a termination of the Contract in accordance with Clause 16.2.(b), the Manager will be entitled to an early termination compensation as follows:

- The Fixed Fee multiplied by a factor of (2.0x) in case at least eight (8) Years are remaining from the Initial Contract Period or reduced Initial Contract Period as may be determined in accordance with Clause 4.3.8 from the effective date of termination.
- The Fixed Fee multiplied by a factor of (1.5x) in case five (5) to eight (8) Years are remaining from Initial Contract Period or reduced Initial Contract Period as may be determined in accordance with Clause 4.3.8 from the effective date of termination.
- The Fixed Fee multiplied by a factor of (0.5x) in case less than five (5) Years are remaining from Initial Contract Period or reduced Initial Contract Period as may be determined in accordance with Clause 4.3.8 from the effective date of termination.

SCHEDULE 3 Fee and Payment

The Remuneration of the Manager will consist of (1) the Fixed Fee, and (2) the Container Handling Fee. The Fixed Fee will be USD12,000,000 (Twelve million United States Dollars), to be paid in twelve (12) equal Monthly instalments. The Container Handling Fee shall be [*insert figure*] per TEU for domestic container handling and [*insert figure lower by 35%*] for transshipment container handling services.

Both the Fixed Fee and the Container Handling Fee will be subject to an escalation of 5% every five (5) Years of the Initial Contract Duration or reduced Initial Contract Duration as may be determined in accordance with Clause 4.3.8, more specifically in Year 6 and Year 11.

The Manager will be remunerated on a monthly basis. The Manager shall invoice the GEPB on a Monthly basis, for both Fixed and Container Handling Fees. GEPB will settle invoices within a period of sixty (60) Days after receipt as follows:

- a. The monthly portion of the Fixed Fee;
- b. The monthly amount of Container Handling Fee for domestic trade;
- c. The monthly amount of Container Handling Fee for transshipment traffic for which a 35% discount shall apply on the fee applicable for domestic Container Handling Fee.

The payment of GEPB shall be made in US Dollars or the equivalent in Lebanese Pounds (LBP) at the official exchange rate of the Central Bank of Lebanon as at the date of payment. However, shall all payments received from the shipping liners and shipping agents be settled in US Dollars, the GEPB shall then commit to pay at least 50% of both the Fixed and Container Handling Fees in US Dollars.

SCHEDULE 4
Performance Bond

**SCHEDULE 5
Handover Plan**

[Append Handover Plan submitted by the Preferred Bidder]

SCHEDULE 6

Insurance

The Manager will maintain operator liability insurance and any other insurance that covers damages caused by accidents, acts of God, acts of third parties, and other risks that affect the Manager personnel or assets of the Terminal. More specifically:

- a) The Manager shall purchase insurance policy(ies) with a reputable local insurance company acceptable to GEPB in sufficient first loss limits by GEPB with no less than USD100,000,000 as equipment value and USD50,000,000 in respect of liability to cover property damage resulting from the Manager handling equipment and cargo and the various liabilities resulting thereof. The first loss limits of coverage shall be reviewed and agreed in line with the total sum insured and the updated annual value of equipment.
- b) The policy(ies) should cover (i) liability towards handled cargo, (ii) insurance of assets/equipment (except the Dock and the Wharf) including removal of wreck, (iii) third party liability, (iv) professional liability and (v) liability to government authorities. The policy should be submitted to GEPB ahead of binding got terms and conditions review and approval by GEPB.
- c) The indemnity under the policy(ies) required under (a)/(b) above must be based on New Replacement Value. The policy(ies) should be 100% reinsured with A and above rated reinsurers according to the rating of either STANDARD & POOR'S, or AM Best, or Moody's or Fitch. The policy(ies) required under (a) must include a Cut Through Clause.
- d) The policy(ies) required under (a)/(b) shall protect and indemnify the Manager and GEPB with respect to any damages that may be caused to the Manager's controlled assets by any accidental occurrence including fire, smoke, water damage, storm, flood, earthquake or other natural disasters or catastrophes including tidal waves, collision and impact of the vessels or aircraft, strikes, riots and civil commotion including malicious acts.
- e) The policy(ies) required under (a)/(b) shall extend to cover the Manager's operations affecting property, including vessels and cargo not owned or subcontracted by the Manager when they are, at all material times considered to be under the custody or operating control of the Manager the existence of a valid insurance policy in itself will not void the Manager's liability vis-à-vis GEPB with respect to the Manager's operational responsibility for the Terminal assets and equipment with the exception of the Dock and wharf, which will remain the liability of GEPB.
- f) The policy(ies) shall include liability resulting from the handling of cargo that is, liability for loss, damage or expense incurred during any operation involving the handling, manipulation or stacking of cargo whether incoming or outgoing.
- g) The Manager shall cover its professional liability vis-à-vis GEPB or any other POB user or any third person or any of the Manager's agents, contractors, Subcontractors or employees arising out of negligent or intentional act or omission of the Manager in connection with this Contract (including reasonable attorney fees) and costs on account of the claims, lawsuits, or losses arising therefrom.
- h) The Manager shall purchase a Workmen's Compensation insurance to cover all the employees on site against work related injuries and emergencies as per the Labor Law Decree 136 of 1983. This insurance shall cover medical expenses and indemnities in case of disability or death.
- i) In the event where, for any reason, GEPB may be compelled, by force of law or judicial decision to settle a claim of death, disability, injury to persons or damage to contract for POB Container Terminal Property under the responsibility of the Manager, then GEPB will be entitled to recover such claim from the Manager by any legal means possible.
- j) The Manager shall submit to GEPB, at each renewal, copies of the insurance policies and any amendments or endorsements to the policies during the period of the policies must be disclosed, approved and submitted to GEPB. The Manager shall provide a list of reinsurers (security list) along with the policies in addition to a confirmation of premium payment acceptable to GEPB.
- k) The Manager commits to maintain insurance coverage current during the entire duration of this Contract, failure to comply with this condition shall constitute a Manager Event of Default.

SCHEDULE 7

Parent Company Guarantee

This parent company guarantee (the “**Guarantee**”) is entered in to on --/--/---- by [●] (insert name of the Manager’s parent company) (the “**Guarantor**”) for the benefit of Gestion et Exploitation du Port de Beyrouth (“**GEPB**”).

Guarantor and GEPB are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, [●] (insert name of Manager) (the “**Manager**”) has been awarded the contract for the management, operation and maintenance of Port of Beyrouth container terminal (the “**Contract**”);

WHEREAS, pursuant to Clause 3.1.2 of the Contract, the shareholders of the Manager shall provide GEPB with a parent company guarantee; and

WHEREAS, Guarantor being the parent company of the Manager, is willing to enter into this Guarantee in consideration of and to satisfy the terms of the Contract;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Guarantor hereby irrevocably and unconditionally guarantees as its own obligation to and for the benefit of GEPB the full, proper and timely performance of the obligations of the Manager under the Contract, when and if such obligations become due according to the terms of the Contract. The Guarantee shall extend to include and cover any variation or addition to the Contract.
2. Guarantor shall not be required to cause such obligations to be performed unless and until it receives GEPB’s written request for performance hereunder following the occurrence of a Manager Event of Default as defined under Clause 16.3 of the Contract.
3. Guarantor shall have 10 days after notice of an Event of Default to commence its performance of such obligations.
4. Guarantor shall not be discharged or released from this Guarantee by the occurrence of (a) an alteration to the nature of extent of the Manager’s services and obligations or otherwise to the terms of the Contract; or (b) the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition, ownership, constitution of the Manager and/or the Guarantor.
5. This Guarantee shall come into effect on --/--/---- and shall remain in force until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Manager under the Contract shall have been satisfied, waived by GEPB or performed in full and is in addition to and not in substitution for any other security, lien or bond which GEPB may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security, lien or bond and without taking any other steps or proceedings against the Manager.
6. Notwithstanding anything to the contrary herein, Guarantor’s liability under this Guarantee shall not exceed the Manager’s liability under the Contract.

7. This Guarantee shall be governed by the law of jurisdiction governing the Contract, and any dispute under this Guarantee shall be finally settled under the dispute resolution provisions of the Contract.
8. Guarantor represents and warrants that it has all necessary and appropriate powers and authorities to execute this Guarantee and to perform its obligations hereunder.
9. This Guarantee represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties.
10. This Guarantee may not be modified, amended or waived, except in writing signed by both Parties.
11. Guarantor may not assign this Guarantee or its obligations hereunder without the prior written consent of GEPB.
12. If any provision of this Guarantee is held for any reason to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Guarantee, and this Guarantee shall be enforced as if such invalid and unenforceable provision had not been contained herein.
13. All notices, requests, demands, and other communications under this Guarantee shall be deemed to have been duly given to (i) Guarantor, if delivered in accordance with the requirements set forth in Clause 28 of the Contract to the address below, and to (ii) GEPB, to the address set forth in the Contract.

To Guarantor:

Name:

Address:

Phone:

Fax:

Attn:

This Guarantee has been duly executed by authorized representatives of each of the Parties as follows:

Guarantor

Name:

By:

Title:

GEPB

Name:

By:

Title:

SCHEDULE 8
Minimum Service Requirements

1. OVERVIEW

The Minimum Service Requirements reflect the minimum operational and managerial coefficients in order to maintain and gradually increase the Container Handling Services capacity of the Terminal with productivities preventing from waiting times of vessels and queuing of horizontal Container traffic.

Additionally, it is the aim to steadily improve the quality of the work environment by minimizing incidents affecting work force, Equipment or the environment. On this background, the table below shows the relevant performance standards, indicating the Minimum Service Requirements.

Considering the Container throughput capacity of the Terminal, it is important to grant smooth flows of Containers especially at the land and quayside interfaces. Any underperformance of the Manager in these interfaces will impact directly on the overall throughput capacity of the Terminal and consequently, represent a financial prejudice internally and a competitiveness prejudice in the regional port context.

The operational standards will be revised and adapted to the expected improvements of labour productivity and working quality, responding at the same time to the need of keeping the POB competitive in the region.

The table below reflects the Minimum Service Requirements with which the Manager should comply starting from the end of the first Year of the duration of the Contract (KPIs for the new management contract):

Table 1: Minimum Service Requirements

Ref	Category	Indicator	Value	Unit	Limitation
1 Human Resource/Occupational Health and Safety					
		Total Annual Training of Workforce (portion of work force trained per year)	10%	Percentage	Minimum
		Cargo safety incidents per month (container damaged, cargo damaged)	3	No.	Maximum
		Labor safety incidents per 3 months	1	No.	Maximum
2 Vessel Operation					
			Number of STS	Move / hour	Limitation
		Average no. of moves per gross berthing hour (up to 500 moves per vessel call)	2.5	60	Minimum
		Average no. of moves per gross berthing hour (up to 1,000 moves per vessel call)	3	75	Minimum
		Average no. of moves per gross berthing hour (up to 1,500 moves per vessel call)	3.5	90	Minimum
		Average no. of moves per gross berthing hour (up to 2,000 moves per vessel call)	4	100	Minimum
		Average no. of moves per gross berthing hour (up to 2,500 moves per vessel call)	4.5	115	Minimum
		Average no. of moves per gross berthing hour (2,500 moves and above per vessel call)	5-6	125	Minimum
3 Yard Operation					
		Container position accuracy / IT data accuracy	99%	Percentage	Minimum
		Total available static yard slots (registered in the TOS for being available for current yard operation)	35,000	No.	Minimum
4 M&R					
		Availability of main Container Handling Services Equipment (STS/RTG/EH/TTU)	90%	Percentage	Minimum
5 External Trucks					
		Truck Turn-Around Time for a single truck (individually calculated)	90	Minutes	Maximum
		Average Truck Turnaround Time at Terminal – Single Mission (gate in/gate out)	30	Minutes	Maximum
		Average Truck Turnaround Time at Terminal – Double Mission (gate in/gate out)	50	Minutes	Maximum
6 Other					
		Environmental Incidents per year	2	No.	Maximum

* Each 5 years of the contract GEPPB will review the KPIs system above and has the right to change it according to changes of the international standards / market requirements. This include the change of the above KPI system as well as the setting of new KPIs if seen adequate

Whereas Ref. 2, 3, 4 and 5 are directly inherent to Container Handling Services, the remaining 1 and 6 reflect on the management capacity and quality by means of training of workforce.

Environmental incidents are being handled in the frame of the national legislation and will be weighed accordingly, following the national standards.

All assessments are being summarized in conformity with the time periods indicated for every item (yearly, monthly respectively).

2. MONITORING OF KPI'S

2.1 Operational KPIs

The values for Ref. 2, 3, 4 and 5 will be elaborated in real time by the Management Information System of GEPB based on the raw data captured from the Manager through the TOS. The TOS has to be configured in a way allowing an automatic production of reports on the KPIs and make them automatically available as a remote function to GEPB.

2.2 Managerial KPIs

The values for Ref 1 and Ref 6 will be elaborated by GEPB on the basis of the reporting system of the Manager.

2.3 Evaluation of values

All values obtained by GEPB will be assessed upon and the Manager may be requested to provide explanations for any resulting deviation. For every value, a cause-effect situation will be determining on the way forward.

3. SANCTIONS

3.1 Managerial Performance

It is expected that plausible reasons for sporadic non compliances with the KPIs will be provided by the Manager. In case the reasons are to be attributed to the Manager, GEPB will request remedies to prevent from recidivism in all areas. In the event that the Manager does not implement the needed remedies, the foregoing would be considered as a Manager Event of Default and GEPB may take actions and remedies available to it in the Contract.

3.2 Sanction Schema

The sanctions schema set up by GEPB is individually defined for each of the KPI's set before but follows some general structure:

- The sanctions primarily have a monetary character but after a period of consecutive failures it may result in the Contract termination.
- The measurement of sanctions follows the time period defined for each KPI.
- For most of the KPI there is an escalation mechanism triggered by underperformance in consecutive time periods defined for each KPI.
- For some of the indicators the GEPB grants a temporary relieve in percentage of the KPI for the first years of the contract other KPIs are set in full force with the start of operation of the new manager.

Below table reflects the sanctions for the underperformance of the Manager in relation of the Services:

Table 2: Sanctions for underperformance

Ref	Indicator	Sanction Timing	Sanction System	Escalation	Note
1 Human Resource/Occupational Health and Safety					
	Total Annual Training of Workforce (portion of work force trained per year)	Annually	for each % point below this KPI 100,000 USD	not applicable	applied twelve (12) Months from Effective Date
	Cargo safety incidents per month (container damaged, cargo damaged)	Monthly	per each incident above this KPI 100,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months, the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Date
	Labor safety incidents per 3 months	Quarterly	per each incident above this KPI 250,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Dated
2 Vessel Operation					
	Average no. of moves per gross berthing hour (up to 500 moves per vessel call)	Monthly	per each move/gross hour below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	For the first 5 years of operation starting from the Effective Date a 5% relief applies to this KPI so that monthly average can be minimum 57.0 moves / gross hour
	Average no. of moves per gross berthing hour (up to 1,000 moves per vessel call)	Monthly	per each move/gross hour below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	For the first 5 years of operation starting from the Effective Date a 5% relief applies to this KPI so that monthly average can be minimum 71.3 moves / gross hour
	Average no. of moves per gross berthing hour (up to 1,500 moves per vessel call)	Monthly	per each move/gross hour below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	For the first 5 years of operation starting from the Effective Date a 5% relief applies to this KPI so that monthly average can be minimum 85.5 moves / gross hour
	Average no. of moves per gross berthing hour (up to 2,000 moves per vessel call)	Monthly	per each move/gross hour below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	For the first 5 years of operation starting from the Effective Date a 5% relief applies to this KPI so that monthly average can be minimum 95 moves / gross hour
	Average no. of moves per gross berthing hour (up to 2,500 moves per vessel call)	Monthly	per each move/gross hour below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	For the first 5 years of operation starting from the Effective Date a 5% relief applies to this KPI so that monthly average can be minimum 109.3 moves / gross hour
	Average no. of moves per gross berthing hour (2,500 moves and above per vessel call)	Monthly	per each move/gross hour below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	For the first 5 years of operation starting from the Effective Date a 5% relief applies to this KPI so that monthly average can be minimum 118.8 moves / gross hour
3 Yard Operation					
	Container position accuracy / IT data accuracy	Monthly	per each % points below 100,000 USD	not applicable	applied twelve (12) Months from Effective Date
	Total available static yard slots (registered in the TOS for being available for current yard operation)	Monthly	per each 5% points below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Date
4 M&R					
	Availability of main Container Handling Services Equipment (STS/RTG/EH/TTU)	Monthly	per each 2.5% points below this KPI 100,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Date
5 External Trucks					
	Truck Turn-Around Time for a single truck (individually calculated)	Monthly	per each incident above this KPI 500 USD	not applicable	applied twelve (12) Months from Effective Date
	Average Truck Turnaround Time at Terminal – Single Mission (gate in/gate out)	Monthly	per each 5% points below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Date
	Average Truck Turnaround Time at Terminal – Double Mission (gate in/gate out)	Monthly	per each 5% points below this KPI 50,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Date
6 Other					
	Environmental Incidents per year	Annually	per each incident above this KPI 250,000 USD	In the second consecutive month double, in the third triple, in the case of more than three consecutive months the event would be considered as a Manager Event of Default and GEPB shall have the right to start the termination process	applied starting from the Effective Date

4. SETTLEMENT MECHANISM

Sanctions and penalties will be determined at the end of every period of time as per above table. For pecuniary penalties, the identified percentages will be applied to the volumes handled during the elapsed period of time and deducted from the payments due at the end of the following months.

SCHEDULE 9 TOS Requirements

Fully flagged Navis N4 3.7 system with all relevant modules and functionalities for container terminal operation and management or an equivalent latest generation TOS. The TOS shall be provided with an owned and independent license for the container terminal in Beirut Port as well as shall have a high level support / service agreement from the supplier of the system that includes all new version releases and updates (license and service agreement have to be presented and approved by GEPB during the Transition Period). With the TOS, the new port Manager has to provide all necessary IT hardware environment (redundant server farm, required handhelds and workstations, etc.) to run the TOS nearly without interruption (system availability 99.9%) with maximum data accuracy and data safety. Independent IT certificates on the hardware adequacy and IT security which is approved by the system supplier has to be presented and approved by GEPB during the Transition Period. The TOS shall be connected and support all IT-system currently installed in the Beirut Port IT-environment, namely the Port Community System and the Customs System (the TOS shall have tailored data exchange interfaces to these systems; in the case of the installation/updating of new or existing systems in the Beirut Port IT-environment, the TOS shall be augmented with additional or upgraded interface to/from those systems). As such the Manager shall not only acquire and implement the new TOS-system but also develop and implement the required full and comprehensive interfacing with POB's existing and new systems.

SCHEDULE 10
Equipment spare parts

SCHEDULE 11
Equipment

SCHEDULE 12
Handback Documentation

SCHEDULE 13
Maintenance Service and Operation Contracts

SCHEDULE 14
Transshipment Contracts



Container Terminal Management, Operation and Maintenance
Contract
for the
Container Terminal of the Beirut Port

TENDER DOCUMENT
Tender Process and Conditions

2019

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1 Introduction & Background

The GEPB (Gestion et Exploitation du Port de Beyrouth) invites interested Lebanese and Foreign companies to submit a Proposal in response to the invitation to submit Proposals for the award of a Container Terminal Management, Operation and Maintenance Contract.

GEPB has developed the Terminal in the POB and awarded a contract for its management, operation and maintenance to BCTC expecting to service the growing Container traffic for domestic and international markets. GEPB has decided to invite Lebanese and foreign companies to submit a Proposal for the management, operation and maintenance of the Terminal at POB as a successor to BCTC in accordance with the Tender Document, Process and the Contract. The main objectives of GEPB from the Tender Process are:

- i. Maximizing the productivity of Container Handling Services;
- ii. Increase Container traffic to the POB;
- iii. Ensure the highest quality of service to the users.

Description and delimitation of the contracted activity:

- Management of the existing Terminal of POB including all relevant and adjacent activities in order to provide Container Handling Services on behalf of GEPB for containerized goods in the POB including all quayside handling, yard and storage operations and reception and delivery of containerized cargo according to modern state-of-the-art standards applicable for the Terminal;
- Maintenance and repair (routine and preventive) of Equipment and Terminal facilities according to Applicable Law and Equipment specifications;
- Promotion of the Terminal of POB, including conducting regular marketing activities and support the GEPB in any such activity.

An overview of the main terms of the business environment and expected cooperation framework is set out in Section 3, while the Contract is attached as Annex I: Contract for Management, Operation and Maintenance of the Container Terminal at Beirut Port.

The contract between GEPB and BCTC will reach its contractual term on 31st of January 2020. The intent of GEPB is to complete the Tender Process, designate the Preferred Bidder and enter into the Contract with the Manager by no later than the date set out in Section 5.3. GEPB expects a smooth continuation of the services provided at the Terminal as well as an improvement of the operational performance, service quality, financial results, market evolution and adaptation of port facilities and relevant Container Handling Services Equipment. At the same time, GEPB expects an efficient collaboration with the Manager in preparing the POB for the expected traffic volumes forecasted in the frame of the recently completed port master plan. This includes the constructive support and cooperation in case of implementing needed facilities, modernizing the operational scheme, introduction of supporting tools, and port automation and adaptation to new technological standards as there are the blockchain applications and new management strategies for greening ports.

In order to achieve the objectives stated above, GEPB is launching a transparent and fair Tender Process. The Tender Process has been designed in a straight forward manner with simple and plausible criteria for eligibility, qualification and award of the Contract. The approach adopted for the design of the Tender Process and the preparation of the Tender Documents aims at achieving the most efficient use and operation of the POB Terminal, its Equipment and work force. It is expected that optimizing the throughput capacity and the consolidation of the POB as a regional transshipment hub under competitive attractive conditions will be one important aspect of the Bidders approach when establishing the Business Plan.

GEPB expects to enter into the Contract with the Preferred Bidder after completion of the evaluation process. GEPB also expects the Manager to receive the handover of the management, operation and maintenance of the Terminal from BCTC as soon as possible following Contract signature.

The Tender Document outlines all relevant elements required by any interested Bidder to support the respective decision-making process in respect of an eventual participation in the Tender Process and accordingly the preparation of the Proposal.

To simplify and facilitate the participation to this Tender Process and prepare Proposals in response thereto, several forms have been included as annexes. The relevant section of the Tender Document refers Bidders to the concerned annex.

The List of Abbreviations and Corresponding Terms and the Glossary of Terms and their respective meaning and interpretation in the context of this Tender Process are included in Annex H: Definition and Interpretation of Terms. For any term not listed in the said annex, industry meaning shall prevail.

The Information has been and will be provided for the purpose of assisting Bidders to make their own evaluation of the Tender Document and the Tender Process and develop their Proposals. Such Information is intended only as an explanation of GEPB's requirements and is not intended to form the basis of a Bidder's decision as to whether to submit a Proposal or enter into any contractual relationship with the GEPB.

Accordingly, whilst the Information has been prepared in good faith it does not purport to be comprehensive nor does it purport to have been independently verified. None of the GEPB, their advisers or the directors, officers, members, partners, employees, representatives, other staff, agents or advisers of any such person:

- makes any representation or warranty (expressed or implied) as to the veracity, adequacy, accuracy, reasonableness or completeness of any Information; nor
- accepts any responsibility or liability (other than in respect of fraudulent misrepresentation, gross negligence or wilful misconduct) arising out of or in relation to the Information (including in relation to omissions from the Information) and/or in respect of the use of, or reliance on, such Information by Bidders.

Each Bidder shall be solely responsible for satisfying itself as to the information required to submit a Proposal and/or enter into the Contract and carry out the services required thereunder in accordance with the Tender Document, the Contract and terms of the relevant Bidder's Proposal. Bidders should make their own investigations, projections, conclusions and consult their own advisers to independently verify the Information.

Each of the Bidders is solely responsible for all costs incurred, as the case may be, in evaluating whether or not to submit a Proposal, in the preparation of any such Proposal and in participating in the Tender Process, including, without limitation, all costs of providing information requested by, or on behalf of the GEPB, attending meetings, conducting due diligence and engaging in negotiations. Under no circumstances shall the GEPB or any of their advisers be liable for any costs or expenses incurred by any Bidder, in relation to the Tender Process, including in the event the GEPB decides to amend or cancel this Tender Process at any time.

This Tender Document does not commit GEPB (nor the Government) in any way to proceed with the execution of the Contract. Furthermore, GEPB reserves the right, at any time, in their sole and absolute discretion and with no liability whatsoever, to:

- amend the scope of or terms of the business opportunity described in the Tender Document;
- amend, terminate or suspend any element of the Tender Document and/or Process, including by extending any date, time period or deadline provided for in this Tender Document;
- reject or disqualify any or all Proposal(s) for any reason and without any obligation, compensation or reimbursement to any Bidder;
- waive any defect or irregularity in any Proposal or any non-conformity in the form or content of any Proposal and accept that Proposal;
- cancel the Tender Process and launch a new one;
- cancel the Tender Process and the whole Transaction.

2 Transaction Summary

2.1 Overview

The GEPB is inviting qualified Container terminal managers and operators to submit Proposals for the management, operation and maintenance of the Terminal at the POB.

The POB is a Government organization that operates with the flexibility of a private enterprise. An administrative committee has managed the POB since 1991, and currently fulfills the role of the port authority, landlord and care taker of the POB assets on behalf of the Government. GEPB is responsible for developing POB's Infrastructure and facilities, establishing the rules of operation and safety at all cargo Berths and within the port, establishing port tariffs, collecting port dues, leasing port facilities and providing services to POB's customers within the port.

Besides complying with the Eligibility Criteria, as well as proving the fulfillment of the required minimum financial and technical Qualification Criteria, the participation in the Tender Process is subject to administrative procedures and the purchase of the present Tender Document at a price of USD20,000 (Twenty thousand United States Dollars). Details of the procedure are summarized in Section 4.

With the aim to keep the process transparent, simple and practical, the overall process is based on compliance with the Eligibility and Qualification Criteria, the presentation of an interesting, viable and plausible Business Plan¹ and defining the award criteria as the lowest Container Handling Fee proposed by the Bidder for Container Handling Services, subject to the fulfillment of the other requirements set out in this Tender Document.

2.2 Transaction Description

- Bidders are required to submit their Proposals in individually sealed envelopes/packages comprising (1) a Technical Proposal and (2) a Financial Proposal, along with all further documentation required in Section 4;
- Bidders organized as a Consortium have to submit a Consortium agreement signed amongst all Consortium Members designating the Consortium Leader and specifying the roles of each Consortium Member. A notarized power of attorney by virtue of which each Consortium Member authorizes the Consortium Leader to represent the Consortium and the Consortium Members, sign on their behalf and bind them jointly and severally should be submitted with the Consortium agreement. The notarized power of attorney should be established before a Public Notary in Lebanon and, if established abroad, should be legalized and authenticated by the Lebanese Embassy in the country where it was established;

¹ The Business Plan will not be scored in the frame of the award process, however, as a technical Qualification Criterion, it is expected that Bidders outline their respective approaches to the different fields of the envisaged container terminal management, operation and maintenance contract. It should therefore reflect a description of Bidders' understanding of the scope and their approach to delivering the management, operation and maintenance services.

- After the Submission Deadline, the Evaluation Committee will conduct a transparent evaluation process by assessing, successively, the fulfillment of the Eligibility Criteria, the Qualification Criteria, the Technical Proposal and the Financial Proposal;
- In the frame of the assessment of the technical Qualification Criteria, the Business Plan submitted by Bidders will be assessed upon its plausibility, reasonable approach and development, mission and vision of the Bidder and although not being subject to a scoring exercise, it should reflect the understanding of the Bidders of the scope of expected services and their approach to meet the expectations;
- The Evaluation Committee will establish a ranking of all Proposals which will be headed by the one containing the lowest Container Handling Fee proposed by the Bidders;
- Based on the established ranking, the Preferred Bidder will be identified and invited to initiate the procedure leading to the signature of the Contract;
- The effectiveness of the Contract is subject, *inter alia* to the incorporation of a joint stock company in accordance with Section 5.5, the submission of a Performance Bond, the transfer of labor and certain contracts with third party service providers from BCTC to the newly established joint stock company within a specified period of time;
- Once the conditions precedent set out in the Contract are fulfilled, the Manager will have to provide the management, operation and maintenance services in accordance with the terms of the Contract.

The detailed schedule of the Tender Process is outlined in Section 5.3.

2.3 Transition Period

The Transition Period begins with the fulfillment of the conditions precedent set out in the Contract as well as the handover of the Terminal operation to the Manager. The Transition Period extends for a period of twelve (12) months, during which the Manager should implement its administrative, organizational, technical and IT-structures/systems in order to fully cope with the provisions of the Contract as well as the planning defined in its own Business Plan. The twelve (12) month Transition Period is an integral period of time included in the 15 years' contractual period. During the Transition Period the following activities shall be completed by the Manager:

- Implementing all operative and related standards as defined and comply with mandatory features and arrangements for the safe and secure operation of the Terminal;
- Acquire and implement the new TOS (and replace the currently used TOS handed over by BCTC in day-to-day operation) and develop and implement the required interfacing with POB's existing systems as defined in the Contract;
- Starting the implementation of specific projects as defined in the Manager's Business Plan, e.g. with regard to further digitization of Terminal operation, automation of Terminal operation and greening of Terminal operation;
- Training of staff and reorganization of day-to-day operative processes and labor force organization to cope with the provisions of the Contract, especially the set KPIs.

3 Relevant Terms and Conditions of the Business Model

3.1 Overview

The business model and framework for the management, operation and maintenance of the Terminal at the POB is summarized below:

- Duration of Contract – Fifteen (15) Years;
- Legal structure of the Manager – Joint stock company with 1/3 of the capital held by Lebanese citizens or a Lebanese company fully and exclusively owned by Lebanese citizens in accordance with Applicable Law;
- Operations – The Manager will provide Container Handling Services and storage at the Terminal between quayside and landside access to the Terminal as well as complementary services, if and when required by GEPB, at additional costs to be agreed upon between the Manager and GEPB in accordance with the terms of the Contract. In respect of sealing of Containers within the different operative cycles of the Terminal, the Manager has to care for all seals (bolt seals) for all unloaded Containers, as well as for any Container required to move to Customs clearance inspection;
- Labor – The Manager has to take over the present Lebanese employees of BCTC (whether employed directly by BCTC or by BCTC’s subcontractors) and keep them for the first Year of Contract to unaltered contractual conditions;
- Supplies – The Manager has to provide and develop information technology, especially acquiring and implementing a new state-of-the-art TOS. All related hardware and software equipment has to be provided by the Manager;
- IT – The Manager will ensure the TOS is compatible with GEPB’s system and must allow GEPB’s system to communicate seamlessly with the TOS. Furthermore, an interface has to be established particularly but not limited to the billing module of GEPB currently in use;
- A hangar which is currently under the custody of the incumbent Manager, located near Quay 12 shall be relocated. The Manager will have to build a new hangar which will be located within the boundaries of the Terminal. The precise location will be communicated by GEPB in due course. All expenses related to this activity are to be borne by the Manager;
- Maintenance – The Manager shall be responsible for the general operational maintenance of the area of the Terminal, of the buildings therein constructed or erected, of the Equipment including but not limited to the STS cranes, RTG cranes, mooring system as in use at the Terminal and generally of all buildings, STS rails, installations, fences and roadways at the Terminal;
- All operating expenses, including electricity, fuel, telephones etc. will be borne by the Manager;
- Tariffs – GEPB will establish all Container Handling Services tariffs;
- Collection – GEPB will be legally responsible for billing and collection of Container Handling Services tariffs and all other services provided by the Manager to the customers based upon information provided by the Manager;

- Remuneration – GEPB will pay the Manager the agreed Remuneration comprised of the Fixed Fee and the Container Handling Fee as per the Financial Proposal;
- Reporting – The Manager will provide GEPB with online access to operations data, and quarterly financial results. GEPB will have the right to inspect or audit the Manager’s operations with reasonable notice to the Manager. Additionally, GEPB’s MIS system will be fed by the Manager data and information as mutually agreed upon in due course;
- Communication between the parties - Official communication between the Manager and GEPB must be in English and/or Arabic Language.

3.2 Responsibility of GEPB

The GEPB is the owner and interim regulator of the POB. The Manager is an independent commercial entity, and is the contractor for management, operations and maintenance of the Terminal. The key elements of the business relationship between the GEPB and the Manager are summarized below:

- GEPB will enter into the Contract with the selected Manager to manage, operate and maintain the Terminal on behalf of GEPB, for a period of fifteen (15) Years;
- GEPB will allow the Manager to utilize GEPB’s Terminal, the Equipment, maintenance and office facilities for the Contract Period. GEPB has the right to use the land and roads located on the Terminal to ensure execution of maintenance work. The Manager is responsible for the management of operations and security of goods in the area, and for all damages to public port property within its area;
- GEPB will ensure that all Container vessels calling at the POB will be handled at the Terminal, while multi-purpose vessels with Containers on deck will have the option of calling at either the Breakbulk Facilities at POB or at the Terminal.

GEPB will permit the Manager to operate as an independent commercial entity and terminal operator managing, operating and maintaining the Terminal as a Common User Terminal, with the right to handle Container traffic of Container vessels at the POB.

GEPB will provide the Container Berth, Equipment and the following facilities to the Manager:

- The Terminal² located at and including Quays 16 East and West, consisting of approximately 45 hectares of paved storage and a Quay wall of 1100 m of berthing space and a depth of 15.5 and 16.5 m;
- Container Handling Services Equipment which detailed list is available in the Data Room;
- The Equipment maintenance facilities at the Terminal or at a convenient location in the POB for the use of the Manager;
- Office facilities at the Manager office building on the Terminal (presently occupied by BCTC). The building has three floors and a total surface area of 2,955 m², is furnished with central air-

² For details please refer to Annex B: POB and Relevant Information

conditioning, a data network, a telephone network, an electricity network, a fire-fighting system, and parking space;

- GEPB will monitor and audit the Manager performance and productivity according to the terms of the Contract between the GEPB and the Manager, with reasonable notice to the Manager of impending inspections and audit;
- GEPB will ensure that the Manager operates the Terminal as a Common User Terminal open to all users without discrimination, and will perform the following functions and duties in relation to competition at the Terminal:
 - a) Monitor the Manager's behavior and practices to ensure non-discrimination and fair competition for the benefit of all POB users;
 - b) Dispose of complaints and resolve disputes related to discrimination and anti-competitive practices in a timely and impartial manner;
 - c) Order the Manager to cease the activity or the behavior that is considered discriminatory or anti-competitive;
 - d) Terminate the Contract if it finds the Manager in repeated violation of the non-discrimination and fair competition requirements.
- GEPB shall regulate the berthing procedures comprising inter alia ships distribution on Quays and the provision of berthing windows.

In performing its duties with respect to preserving a non-discriminatory and fair environment at the Terminal, GEPB will apply best international practices.

3.3 Legal Structure of the Manager

The Bidder selected as the Preferred Bidder shall have one (1) month to establish and incorporate a Lebanese joint stock company with 1/3 of the capital owned by Lebanese citizens or a Lebanese Company exclusively and fully owned by Lebanese citizens who shall sign the Contract for management, operation and maintenance of the Terminal with GEPB.

3.4 Responsibilities of the Manager

The Manager will be responsible for the following:

- a) Managing the Terminal and conducting transshipment details obligation business in a manner that is consistent with best international practices and under observation of all performance standards defined in the Tender Document and Contract, and in accordance with the Applicable Law;
- b) Taking over the existing Equipment as is;
- c) Purchasing/Providing all needed additional equipment as necessary;
- d) Paying for all the expenses of operating the Terminal;
- e) Providing GEPB timely information for billing and collecting fees for the Container Handling Services provided by the Manager;
- f) Providing TOS and ensuring it interfaces with the information system of the GEPB, Customs, shipping agents, Freight Forwarders, Harbormaster, and the other entities

providing services at the Terminal (including Port Community System development and integration);

- g) Maintain and repair facilities and Equipment in a manner consistent with good maintenance practices and approved by GEPB, keeping all components in optimum and efficient performance conditions;
- h) Maintain and keep records on Container activity, productivity, operations, revenue and financial activity and providing Monthly reports in hard copy and soft copy to the GEPB, according to a mutually agreed format and essence;
- i) Provide quality reports to the GEPB in hard copy and soft copy to summarize activities according to an agreed upon format. The structure and format of these reports will be defined by GEPB during the Transition Period;
- j) Handle the security at the Gates of the Terminal and inside the Terminal as may be required and agreed upon by the GEPB or any additional facility handled by the Manager (ISPS compliance);
- k) Training of Lebanese personnel on operational and maintenance techniques of the Terminal;
- l) Proactive and good cooperation with the GEPB and the Government entities in relation to POB;
- m) Agree on the operating and commercial terms with the four (4) existing subcontractors of BCTC, and in case no agreement is reached within thirty (30) days from Contract signature, take over the employees of the subcontractors in accordance with the terms of Section 3.11;
- n) Take over the employees of BCTC in accordance with the terms of Section 3.13;
- o) Purchase from BCTC the Equipment spare parts at book value.

The Manager has to meet pre-specified performance standards regarding productivity and service, which are specified in the Contract.

3.5 Insurances

The Manager will maintain operator liability insurance and any other insurance that covers damages caused by accidents, acts of God, acts of third parties, and other risks that affect the Manager personnel or assets of the Terminal. More specifically:

- a) The Manager shall purchase insurance policy(ies) with a reputable local insurance company acceptable to GEPB in sufficient first loss limits by GEPB with no less than USD100,000,000 (One hundred million United States Dollars) as equipment value and USD50,000,000 (Fifty million United States Dollars) in respect of liability to cover property damage resulting from the Manager handling equipment and Containers and the various liabilities resulting thereof. The first loss limits of coverage shall be reviewed and agreed in line with the total sum insured and the updated annual value of equipment.
- b) The policy(ies) should cover (i) liability towards handled Containers, (ii) insurance of assets/equipment (except the Dock and the Wharf) including removal of wreck, (iii) third party liability, (iv) professional liability and (v) liability to Government authorities. The policy should be submitted to GEPB ahead of its issuance for prior review and approval by GEPB.

- c) The indemnity under the policy(ies) required under (a)/(b) above must be based on New Replacement Value. The policy(ies) should be 100% reinsured with A and above rated reinsurers according to the rating of either STANDARD & POOR'S, AM Best, Moody's or Fitch. The policy(ies) required under (a) must include a Cut Through Clause.
- d) The policy(ies) required under (a)/(b) shall protect and indemnify the Manager and GEPB with respect to any damages that may be caused to the Manager's controlled assets by any accidental occurrence including fire, smoke, water damage, storm, flood, earthquake or other natural disasters or catastrophes including tidal waves, collision and impact of the vessels or aircraft, strikes, riots and civil commotion including malicious acts.
- e) The policy(ies) required under (a)/(b) shall extend to cover the Manager's operations affecting property, including vessels and Containers not owned or subcontracted by the Manager when they are, at all material times considered to be under the custody or operating control of the Manager the existence of a valid insurance policy in itself will not void the Manager's liability vis-à-vis GEPB with respect to the Manager's operational responsibility for the Terminal assets and equipment with the exception of the Dock and Wharf, which will remain the liability of GEPB.
- f) The policy(ies) shall include liability resulting from the handling of Containers that is, liability for loss, damage or expense incurred during any operation involving the handling, manipulation or stacking of Containers whether incoming or outgoing.
- g) The Manager shall cover its professional liability vis-à-vis GEPB or any other POB user or any third person or any of the Manager's agents, contractors, subcontractor or employee arising out of negligent or intentional act or omission of the Manager in connection with the Contract (including reasonable attorney fees) and costs on account of the claims, lawsuits, or losses arising therefrom.
- h) The Manager shall purchase a Workmen's Compensation insurance to cover all the employees on site against work related injuries and emergencies as per the Labor Law Decree 136 of 1983. This insurance shall cover medical expenses and indemnities in case of disability or death.
- i) In the event where, for any reason, GEPB may be compelled, by force of law or judicial decision to settle a claim of death, disability, injury to persons or damage to POB Terminal property under the responsibility of the Manager, then GEPB will be entitled to recover such claim from the Manager by any legal means possible.
- j) The Manager shall submit to GEPB, at each renewal, copies of the insurance policies and any amendments or endorsements to the policies during the period of the policies must be disclosed, approved and submitted to GEPB. The Manager shall provide a list of reinsurers (security list) along with the policies in addition to a confirmation of premium payment acceptable to GEPB.
- k) The Manager commits to maintain insurance coverage current during the entire duration of this Contract, failure to comply with this condition shall constitute a default.

3.6 Duration of Contract

The duration of the Contract between GEPB and the Manager will be fifteen (15) Years.

3.7 Operations

- The Manager will provide all services inherent to the Container Terminal management, operation and maintenance, covering all operative cycles as they are: ship to shore and vice versa, stacking of Containers, receiving and delivering of Containers including all horizontal moves as requested by customers, GEPB or relevant stakeholders such as Customs authority, ministries and other public institutions.
- All services will be provided in the frame of the port regulations, including relevant by-laws.
- The Manager will handle Containers from vessel to Yard, and vice versa, and will provide all services to the cargo including Terminal handling as mentioned in the document “Obligations, task and responsibilities of the Manager” available in the data room (also movements of the Containers to the Customs area).

The Terminal will be used for Containers only, unless otherwise permitted by GEPB.

3.8 Relationship with Other Users

Berthing of vessels will be the responsibility of the Harbormaster in coordination with the Manager as to the placement and timing of vessel berthing.

The Manager will coordinate port operations and activities with POB/GEPB.

3.9 Supplies

The Manager shall provide necessary supplies of the smaller moveable assets (especially Reach Stackers, empty handlers, TTUs, fueling trucks, Terminal cars, etc.).

The Manager shall initially acquire the right to use the TOS from the incumbent at a pre-agreed upon price (including user licenses) and operate the TOS during the Transition Period to ensure smooth operations, after which the new Manager shall provide an improved and new TOS.

The Manager shall also commit to purchase equipment and their spare parts, currently used in the operations, from the incumbent at their respective book values.

The Manager shall also provide smaller ancillary systems according to its requirement, e.g. camera system at the Terminal fence and gate.

The specifications of relevant Equipment, especially Container Handling Services engines, IT technology, etc., have to be submitted for approval by GEPB prior to introduction into the Terminal. Particularly all IT and communication related equipment shall be compatible with the existing port configuration and systems under operation like Customs, GEPB and other stakeholders.

Provision of information systems, radio data terminals, hardware and software will be the Manager’s responsibility.

As Container volume increases, the Manager may need to provide additional Container Handling Services equipment to maintain high levels of productivity and service, excluding STS and RTG cranes.

Provision for any additional superstructure required by the Manager for operations and maintenance at the Terminal will be the Manager's responsibility.

GEPB may also request the Manager to assist in developing a Port Community Services System and integrate it with POB's existing management information system, the cost of which will be borne by GEPB.

At the expiration or termination of the Contract, GEPB will take back the Equipment and structures put at the disposal of the Manager for the provision of their services. If additional equipment and facilities purchased by the Manager during the Contract Period are fully depreciated, the GEPB can either accept to take ownership thereof without paying the Manager any reimbursement, or require the Manager to remove its equipment and structures, if any, at its own expense; i.e., the Manager leaves the Terminal in the same condition that it was handed over to the Manager from GEPB, normal wear and tear excepted. If, on the other hand, additional equipment and facilities purchased by the Manager during the Contract Period are not fully depreciated, the GEPB shall have the option to purchase such equipment and facilities at their depreciated book values or require the Manager to remove such equipment and structures, if any, at its own expense; i.e., the Manager leaves the Terminal in the same condition that it was handed over to the Manager from GEPB, normal wear and tear excepted.

3.10 Maintenance

The Manager is required to maintain the Equipment provided by the POB in good standing and in line with the OEM's requirements, including, amongst others, corrective and preventative maintenance as well as overhauling whenever due (with overhauling covering structure, painting, mechanical components, electrical components, and the due replacement of accessories and spare parts).

All recurring and incidental maintenance expenditures for Equipment and facilities used by the Manager shall be carried out by the Manager excluding dredging and fenders. It is the Manager's responsibility to maintain the Terminal and Equipment in a good and efficient operating condition.

GEPB will establish an inspection system whereby the GEPB and the Manager will jointly review maintenance procedures, preventive maintenance plans and maintenance work performed on a quarterly basis.

GEPB reserve the right to request the Manager to operate and maintain the mooring system as from year 2023 onwards for an additional fee to be mutually agreed upon.

3.11 Subcontracting of operations and maintenance and purchase of spare parts

The Manager shall renegotiate the subcontracting terms with the four (4) existing subcontractors of BCTC, and in case no agreement is reached, take over the employees of the subcontractors in accordance with their existing employment terms for a period of one (1) Year only following taking over to ensure smooth operations, after which the labor laws of Lebanon will govern the relationship between the Manager and the transferred employees.

The Manager shall buy from BCTC the spare parts pertaining to the Equipment and the Terminal's operations at their book values; a detailed list of the spare parts and their book values is available in the Data Room.

The Manager is also expected to either buy or lease from BCTC any additional existing equipment and furniture deemed necessary for the operations.

3.12 Security

The Manager will handle Terminal security within the physical boundaries of the Terminal and any other facility included in the Contract. The Manager has to achieve/provide international certifications, including ISPS related conformity and Quality Management System ISO 9001:2015 or equivalent within three (3) Years from the start of the duration of the Contract.

3.13 Labor

The Manager will hire its own staff, and will give preference to Lebanese personnel.

The Manager has to take over the present employees of BCTC, excluding the CEO, CFO and COO, and subsequently commit to employ them for one (1) Year only in accordance with their existing employment terms to ensure smooth operations, after which the labor laws of Lebanon will govern the relationship between the Manager and the transferred employees.

All employees will have to adhere to the Manager's employment conditions, however in conformity with Applicable Law.

3.14 Performance Standards

The performance standards required have not been defined deliberately; they are required by the GEPB and the port reflecting the minimum operational and managerial coefficients in order to maintain and gradually increase the Container Handling Services capacity of the terminal with productivities preventing from waiting times of vessels and queuing of horizontal Container traffic.

Additionally, it is the aim to steadily improve the quality of the work environment by minimizing incidents affecting work force, equipment or the environment. The below table shows the relevant performance standards, indicating the initial minimum requirements.

Considering the Container throughput capacity of the Terminal, it is important to grant smooth flows of Containers especially at the land and quayside interfaces. Any underperformance of the Manager in these interfaces will impact directly the overall throughput capacity of the Terminal and consequently, represent a financial prejudice internally and a competitiveness prejudice in the regional port context.

The performance and relevant indicators will be monitored by the GEPB in the frame of the Management Information System. Penalties for non-compliance with the minimum requirements are applicable as set forth in Schedule 9 of the contract attached as Annex I: Contract for Management, Operation and Maintenance of the Container Terminal at Beirut Port.

The Manager will be required to meet at a minimum the following performance standards:

Category	Indicator	Value	Unit	Limitation
Human Resource/Occupational Health and Safety				
	Total Annual Training of Workforce (portion of work force trained per year)	10%	Percentage	Minimum
	Cargo safety incidents per month (container damaged, cargo damaged)	3	No.	Maximum
	Labor safety incidents per 3 months	1	No.	Maximum
Vessel Operation				
		Number of STS Cranes	Move / hour	Limitation
	Average no. of moves per gross berthing hour (up to 500 moves)	2,5	60	Minimum
	Average no. of moves per gross berthing hour (up to 1000 moves)	3	75	Minimum
	Average no. of moves per gross berthing hour (up to 1500 moves)	3,5	90	Minimum
	Average no. of moves per gross berthing hour (up to 2000 moves)	4	100	Minimum
	Average no. of moves per gross berthing hour (up to 2500 moves)	4,5	115	Minimum
	Average no. of moves per gross berthing hour (2500 moves and above)	5 - 6	125	Minimum
IT and data registration				
	Container single slot position data accuracy	99%		Minimum
M&R				
	Availability of main Container Handling Services Equipment (STS Cranes/RTG Cranes/TTU/RS/EH)	90%	Percentage	Minimum
External Trucks				
	Average Truck Turn-Around Time for a single truck	90	Minutes	Maximum
	Average Truck Turnaround Time at CT – Single Mission (gate in/gate out)	30	Minutes	Maximum
	Average Truck Turnaround Time at CT – Double Mission (gate in/gate out)	55	Minutes	Maximum
Other				
	Environmental Incidents per year	2	No.	Maximum

The Manager shall make the Terminal available for operations 24 hours a Day, 365 Days a Year. The Manager will be expected to conform to or exceed these performance standards, and may propose higher performance standards.

3.15 Remuneration of the Manager

The Manager will be remunerated on a Monthly basis. For this purpose, the Manager shall invoice the POB (GEPB) on a Monthly basis, for both the Fixed Fee and Container Handling Fee. GEPB will settle invoices within a period of sixty (60) Days after receipt as follows:

- a) The Monthly portion of the Fixed Fee;
- b) The Monthly cumulative amount of Container Handling Fee for domestic trade;
- c) The Monthly cumulative amount of Container Handling Fee for transshipment traffic for which a 35% discount shall apply on the fee applicable for domestic Container Handling Fee as further elaborated under Section 4.6.2.

3.16 Reporting

The Manager and GEPB will hold meetings to discuss issues arising from the implementation of the Contract during the first Year, on a fortnightly basis; and subsequently, on a Monthly basis or longer duration mutually agreed upon by both parties.

The Manager will provide data and information into a management information system of GEPB permitting billing of services and monitoring of operational activities. Such system shall be integrated into the concept of digitization of the Manager allowing a smooth online communication and monitoring by GEPB.

The Manager will provide Monthly reports to GEPB, analyzing handled Container activity, Terminal productivity, operations, tariffs and financial data related to the Terminal. The Monthly reports will also include a description of the number and types of complaints made by POB users and details of marketing initiatives undertaken or proposed.

The Manager will provide on line access for the data that GEPB needs whether for billing or for supervising.

3.17 Marketing

The Manager will support GEPB aiming at securing and increasing Container volumes and in coordination with GEPB will participate in specific events and meetings. The Manager shall also secure the continuity and implementation of the transshipment contracts in force between GEPB and the three shipping line companies, copies of which are available in the Data Room.

3.18 Training and Capacity Building

Transfer of technology to Lebanese personnel is an important component of this Transaction. The Manager will train and build technical capacity of Lebanese personnel in all areas of modern Container terminal management, operation and maintenance. The requested Business Plan shall indicate the efforts being spent for this activity in terms of technical program.

3.19 Digitization

The Manager will support the GEPB in all phases of implementation and operation of a port community service system. The Manager's TOS shall be directly linked to the port community service system and the GEPB's management information system through appropriate interfaces and shall provide amongst others, a state-of-the-art terminal operating system capable of digitizing all operative and administrative cycles of the terminal management and operation, including automated gates, yard operation, quay-side operations, etc. Minimum Standard Navis N4 or equivalent.

3.20 General Provisions

Privatization Plans of POB

In case of a privatization of the POB during the Contract Period which leads to an early Contract termination, the Manager will be given a notice period of twelve (12) Months, coupled with an indemnity schedule as follows:

- The Fixed Fee multiplied by a factor of (2.0x) in case at least eight (8) Years are remaining from the Contract Period as at the effective date of termination.
- The Fixed Fee multiplied by a factor of (1.5x) in case five (5) to eight (8) Years are remaining to Contract expiration as at the effective date of termination.
- The Fixed Fee multiplied by a factor of (0.5x) in case less than five (5) Years are remaining from the Contract Period as at the effective date of termination.

Termination

GEPB has the right to terminate the Contract with the Manager in accordance with the terms of the Contract.

At the expiration or termination of the Contract, GEPB will take back the Equipment and structures put at the disposal of the Manager for the provision of their services. If additional equipment and facilities purchased by the Manager during the Contract Period are fully depreciated, the GEPB can either accept to take ownership thereof without paying the Manager any reimbursement, or require the Manager to remove its equipment and structures, if any, at its own expense; i.e., the Manager leaves the Terminal in the same condition that it was handed over to the Manager from GEPB, normal wear and tear excepted. If, on the other hand, additional equipment and facilities purchased by the Manager during the Contract Period are not fully depreciated, the GEPB shall have the option to purchase such equipment and facilities at their depreciated book values or require the Manager to remove such equipment and structures, if any, at its own expense; i.e., the Manager leaves the Terminal in the same condition that it was handed over to the Manager from GEPB, normal wear and tear excepted.

4 Instruction and Guidelines to Bidders

4.1 Overview

This section serves to instruct and guide Bidders to prepare their respective Proposals in respect of its format and the essence of the different requirements. It summarizes partly preceding sections of the Transaction with the aim to simplify the different steps of the Tender Process and help to comply with the Tender Document and Process requirements.

4.2 Format and Content of the Proposal

The Proposal has to be submitted in one sealed envelope. This envelope should contain further two (2) envelopes containing the documentation for each step of the evaluation process as follows:

Envelope 1 Technical Proposal

Cover letter (signed by a legally authorized representative of the Bidder) specifying:

- Content of the Proposals – list of all items included in the package;
- Full name, address, and contact information for the entity submitting the Proposal and in the case of a Consortium of the Consortium Leader;
- Undertaking that the terms and conditions offered in the Proposals will remain effective until the signature of the Contract by the joint stock company to be established by the Preferred Bidder in accordance with Section 5.5 no later than the date set out in Section 5.3;
- An acknowledgment that each of the documents submitted in the Proposal is an original copy or a true faithful reproduction or copy of the original and all information provided herein, including the annexes and enclosures thereto, is true and correct. The Bidder is liable, (including criminally), for any misinterpretation or false statement made herein. The Bidder understands that should any information be false or misrepresentative, the Bidder submitting it within its Proposal may be disqualified;
- A declaration confirming that the Bidder has no conflict of interest in this Transaction, and has in no way sought to or will in the future seek to illegally influence the selection process or the decision of the GEPB, subject to immediate disqualification.

Documents: All documents described in Sections 4.3 and 4.4 serving to determine eligibility and qualification to participate including corporate, legal and administrative documents as follows:

- Articles of Association, certificate of registration at the commercial register (or other competent authority) or power of attorney or board of directors or general assembly minutes of meeting (as the case may be) evidencing that the Bidder is in good legal standing and identifying the authorized signatory on behalf of the Bidder. If the Bidder is organized as a Consortium, all above-mentioned documents should be submitted by each Consortium Member in addition to the Consortium Leader. If the Bidder is a Lebanese company or if one of the Consortium Members or the Consortium Leader is a Lebanese company, certificates of non-bankruptcy and non-liquidation from the commercial register where the company is

registered as well as a quietus from the National Social Security Fund valid for the submission of a Proposal to the GEPB. If a Lebanese citizen is submitting with the Bidder or as part of a Consortium, a certified true copy of the identity card should be submitted along with an original judiciary record extract showing no judiciary condemnation whatsoever;

- If the Bidder is organized as a Consortium, a signed agreement amongst the Consortium Members designating the Consortium Leader and specifying the roles of each Consortium Member;
- A signed copy of the GEPB Confidentiality Agreement which form is attached to the Tender Document as Annex D: Confidentiality Agreement (Template);
- A receipt from GEPB to confirm payment of a non-refundable fee of USD20,000 (twenty thousand United States Dollars) being the purchase price of the Tender Documents;
- A Bid Bond in an amount of USD1,000,000 (One million United States Dollars), as commitment to maintain the terms of the Proposal, valid until the signature of the Contract by the joint stock company to be established by the Preferred Bidder in accordance with Section 5.5 no later than the date set out in Section 5.3;
- A letter from the Bidder's bank confirming that in the event the Bidder is selected as the Preferred Bidder, they have adequate resources in the bank to issue a Performance Bond in the amount of USD5,000,000 (Five million United States Dollars) as per the text specified in Annex F: Letter of Performance Bond (Template), on the date of signing the Contract between the Manager and the GEPB.
- A copy of the Tender Document, all pages duly signed by the authorized signatory.

Technical Proposal: Technical Proposal containing documentation according to Section 4.5 comprising, amongst others, the Business Plan elements as per the guidelines of Section 4.5 – noting that the Business Plan shall not include any revenue parameters or revenue projections.

- The complete Technical Proposal and any relevant appendices with all elements as required by GEPB have to be signed and stamped by the authorized signatory of the Bidder and, if the Bidder is a Consortium, by the Consortium Leader, on each page of the Technical Proposal.

Envelope 2: Financial Proposal containing the completed template as per Section 4.6 with underpinning documents including the financial information related to the Business Plan (operative costs).

- The complete Financial Proposal and any relevant appendices with all elements as required by GEPB, stamped and signed by the authorized signatory of the Bidder and, if the Bidder is a Consortium, by the Consortium Leader, on each page of the Financial Proposal.

The envelopes must be sealed and indicate:

- a) The header: "PROPOSAL FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CONTAINER TERMINAL AT THE PORT OF BEIRUT, LEBANON";
- b) Name, full address, phone, fax and e-mail address for the Bidder or if the Bidder is a Consortium, the Consortium Leader;

- c) Content of the Proposal; i.e., whether "Technical Proposal" or "Financial Proposal".

4.3 Eligibility Criteria

- Bidders have to fulfill the following Eligibility Criteria to be allowed to proceed to the next stage of fulfilling the Qualification Criteria: Only legal persons (companies) are eligible to submit a Proposal. Individual natural persons are not eligible to submit a Proposal;
- If the Bidder is a foreign entity, they should specify in their Technical Proposal the identity of the Lebanese citizens and/or the Lebanese company which shall hold 1/3 of the capital of the joint stock company that will enter into the Contract with the GEPB should the Bidder be appointed as Preferred Bidder. Failure to abide by the foregoing requirement may result in the rejection of the Bidder's Proposal. A Consortium should specify in their Technical Proposal the identity of the Lebanese citizens and/or Lebanese company which shall hold 1/3 of the capital of the joint stock company that will enter into the Contract with the GEPB should the Consortium be appointed as Preferred Bidder. Failure to abide by the foregoing requirement may result in the rejection of the Consortium's Proposal.
- A Consortium shall not include a Bidder submitting an individual Proposal nor a Consortium Member or Leader acting as Consortium Member or Consortium Leader in another Consortium submitting a separate Proposal.

Every Bidder (including the Lebanese company which shall hold 1/3 of the capital of the joint stock company which shall enter into the Contract with GEPB), and if the Bidder is organized as a Consortium, the Consortium Leader and each Consortium Member, has to provide evidence by original or certified true copies of original documents issued by public organizations and/or statements of the management to be included in Envelope 1 (all certified by notary and translated into English language by a certified translator):

- Non-bankruptcy status (certificate of non-bankruptcy and certificate of non-liquidation issued by the commercial register where the Bidder or the Consortium Leader or the Consortium Member is registered);
- Not accused or condemned for fraud and corruption;
- Not accused or condemned for violating tax laws;
- Not accused or condemned for not paying social security charges (quietus issued from the National Social Security Fund when the Bidder or the Consortium Leader or the Consortium Member is a Lebanese company);
- Not accused or condemned for violating fundamental labor and social standard;
- No specific litigation history related to the violation of contracts for port terminal operation/No litigation with the Lebanese Government;
- Not blacklisted by international organizations;
- Not under any multilateral/bilateral sanction or boycott schema;
- Signed Confidentiality Agreement with GEPB as per Annex D: Confidentiality Agreement (Template);

- Bid Bond as per Annex E: Bid Bond (Template).

If a Lebanese citizen is submitting with the Bidder or as part of a Consortium, a certified true copy of the identity card should be submitted along with an original judiciary record extract showing no judiciary condemnation whatsoever.

All documents issued from foreign governments or established in foreign countries must be translated to English, legalized and authenticated by the Lebanese embassy in the country where they were issued and/or established.

4.4 Qualification Criteria

4.4.1 Approach

Bidders who have fulfilled the Eligibility Criteria set out in Section 4.3 have to fulfill the following Qualification Criteria:

- Candidates have to provide proof of their technical and financial Qualification Criteria according to the below outlined criteria. Furthermore, any Bidder has to be properly licensed to perform Container terminal management and operations services as foreseen in the context of this Tender Process in the countries where they provide the services and should submit official documents evidencing the same, translated to English, legalized and authenticated by the Lebanese embassy in the country where they were issued;
- In case of a Consortium, the Consortium Leader has to be properly licensed to provide Container terminal management and operations services in the countries where it provides the services and comply with the technical and financial Qualification Criteria as per below.

4.4.2 Financial Qualification Criteria

- Bidders are requested to evidence Yearly (a) overall revenues, and (b) revenues generated by a similar activity as tendered for the five (5) preceding financial years. Any financial year shall show minimum overall revenues of USD100,000,000 (One hundred million United States Dollars), including a turnover generated by the Container Handling Services (similar activity as the tendered one) in a sea port Container terminal of minimum USD65,000,000 (Sixty five million United States Dollars);
- All above mentioned financial indicators have to be proved by legally accepted standard documents for every year (accounting);
- All presented financial statements shall be audited by licensed external auditors.

4.4.3 Technical Qualification Criteria

Bidders should demonstrate management and operations capacity as well as practical experiences in similar fields as tendered in the present process. Following criteria shall be satisfied:

- Management capacity of comparable Container terminals, including operations, digitization, maintenance and technical capacity as required by the envisaged management, and operation contract for the Terminal of POB;

- Demonstrate having provided management, operation and maintenance services for, at least, three (3) comparable specialized Container terminals, with at least one specialized Container terminal outside its country of origin, as main contractor (Please provide a description of each of the indicated terminals including relevant documentation) during the five (5) Years preceding the Year during which the Tender Process was launched (2014 – 2018) with a handled annual volume of not less than 3,000,000 (three million) TEU in total;
- Having implemented at one of their terminals a modern Container handling technology (gate operation, Yard management, workshop, Container operations) supported by a state-of-the-art terminal operating system;

All above requirements (technical and financial) shall be evidenced by internationally and industry specific documentation; however, GEPB may revert to additional verifications in the event that the presented documentation is not sufficiently concluding.

4.5 Technical Proposal

The Technical Proposal shall provide the following information, structured and aligned as listed below.

4.5.1 Corporate and Business Qualifications

The Bidder shall submit the below documents evidencing their experience and financial capability to manage, operate, and maintain the Terminal (according to Section 4.4):

- Corporate and Business Unit Mission;
- A description of the Corporate and Business Unit;
- Names of the Lebanese citizens and/or companies to hold at least 1/3 of the shares of the joint stock company which will be incorporated by the Preferred Bidder to enter into the Contract with GEPB;
- Organizational structure;
- Primary line of business and other related investments;
- Size, defined by total TEU's handled annually in the most recent three (3) Years of operations;
- A description of the Bidder's geographic locations;
- Number of employees;
- Other relevant information indicating the Bidder's technical capabilities to manage, operate and maintain the Terminal of POB.

4.5.2 Management Team

Names, resumes, experience, capabilities and positions of key staff proposed for the management, operation and maintenance of the Terminal at POB.

All members of the management team should be fluent in English language (read and written).

4.5.3 Organization

A chart including responsibilities of each member of the senior management team should be provided. The top three (3) executives including CEO, Operations Director and IT Systems Director proposed must be committed for a minimum of three (3) Years.

4.5.4 Business Plan

The Business Plan shall comprehensively reflect the Manager's strategic and operational plans of action over the projected period of operations along with their corresponding Yearly cost and expenditure budgets. The Business Plan shall exclude any reference to revenues and thus any reference to the Bid Price, implicitly or explicitly; otherwise, the Bidder will be automatically disqualified. The competency and viability of the submitted Business Plan is a technical Qualification Criterion. Failure to submit a comprehensive, competent and viable Business Plan, and which cost and expenditure budgets are commensurate with the prospective operations of the Manager, will lead to disqualification.

The Business Plan should be structured according to below schema, elaborating every item in a manner allowing the Evaluation Committee to assess upon the reasonableness of approach and knowledge of the local and regional market, business and shipping context and particularities. The Business Plan and strategy for the management, operation and maintenance of the Terminal shall include but not be limited to an elaboration of the following themes:

- Organizational structure;
- Container and business volume projections;
- Terminal and port management, operation and maintenance plan, including labor plan;
- Proposed supplies of the Manager in equipment, amount and timing;
- Proposed Terminal management systems and functions, and integration with GEPB's administration and billing system;
- Strategy to increase productivity and fully utilize the capacity of the Terminal;
- Proposed performance standards in relation to international benchmarks, and timing for achieving these operational and productivity targets. Minimum standards are set out in Section 3.14;
- Innovations (operations, IT, etc.) aiming at enhancing capacities and efficiencies of Container Handling Services and vessels dispatch beyond mandatory TOS system, digitization;

Structure and Contents of the Business Plan

BP Element	Subject
<i>Mission and Vision</i>	General Rationale
	Role of Manager
	Implementation of new technologies
<i>Transition Plan Outline</i> ³	General Rationale
	Transition Topics and Strategies
	Time Plan / Gantt Chart
	Risks
	Specific Costs
<i>Marketing and Sales Plan</i>	Description of the market environment
	Specific market aspects for POB Terminal
	General strategy for marketing and sales
	Marketing & sales Plan for the 1st Contract Year
	Cooperation with GEPB (role model)
<i>Operative planning</i>	General Rationale
	Required Tools
	Required Personnel / Organization-Chart
	Required M&R
	IT
	Special Projects (digitalization, automation, greening, etc.)
<i>Cost Projections</i> ⁴	General Rationale
	Costs (cost projections broken down by categories), with the objective being to ensure that the cost budgets are commensurate with the operating plan.

4.6 Financial Proposal

The Remuneration of the Manager will be comprised of (1) the Fixed Fee, and (2) the Container Handling Fee. The Bidders are only required to propose the Container Handling Fee in accordance with the following information:

4.6.1 Fixed Annual Management, Operation and Maintenance Fee

The Fixed Fee will be USD12,000,000 (Twelve million United States Dollars), to be paid in twelve (12) equal Monthly installments, which is meant to provide basic cash flow requirements for the Manager to cover part of the foreseen total operating expenditures.

The Fixed Fee shall be subject to an escalation of 5% every five (5) Years of Contract Period, more specifically in Year 6 and Year 11 of the Contract.

³ Please refer to the definition of Transition Period in the context of this Tender Process as per Section 2.3

⁴ This section shall not include any revenue parameters or revenue projections subject to disqualification

4.6.2 Container Handling Fee

Bidders are requested to propose a Container Handling Fee per TEU: “the Bid Price”. The Bid Price shall contain two decimal digits. The Bid Price shall apply fully to the domestic Container handling; however, a 35% discount to the Bid Price shall apply to the transshipment Container Handling Services. The 35% discount is a fixed discount; Bidders shall only propose the Bid Price.

The Container Handling Fee per TEU to be submitted by each Bidder, shall be driven by (a) the foreseen operations of the POB over the next fifteen (15) Years and (b) the foreseen operating expenditure budget of the Manager, so as to ensure an economically viable business case for the Manager.

The Container Handling Fee proposed by the Bidder will be the criterion based on which the Preferred Bidder will be designated. The proposed Container Handling Fee shall contain two decimal digits and the Bidder offering the lowest Container Handling Fee will be considered as the Preferred Bidder and subsequently invited by GEPB for Contract finalization.

In case two or more Bidders propose exactly the same Container Handling Fee, they will be requested to revise their respective offers and resubmit in sealed envelopes.

The Container Handling Fee shall also be subject to an escalation of 5% every five (5) Years of Contract Period, more specifically in Year 6 and Year 11 of the Contract.

Annex G, a soft copy of which is provided as part of the Tender Process, shall assist the Bidder in the submission of the Bid Price in the Financial Proposal since it projects revenues over the Contract Period based on a set of parameters comprising capacity, capacity utilization, breakdown of volumes amongst domestic and transshipment, and, the Bid Price. Bidders shall NOT submit Annex G. They shall submit only the Bid Price in the Financial Proposal. The soft copy of Annex G is only meant to assist the Bidder in submitting their Bid Price. A submission of the Bid Price, implicitly or explicitly, in the Technical Proposal shall lead to automatic disqualification.

Payment of the Remuneration (both Fixed and Container Handling Fees) of the Manger by GEPB will be in US Dollars or the equivalent in Lebanese Pounds (LBP) at the official exchange rate of the Central Bank of Lebanon at the date of payment. However, shall all payments received from the shipping liners and shipping agents be settled in US Dollars, the GEPB shall then commit to pay at least 50% of both the Fixed and Container Handling Fees in US Dollars.

4.6.3 Business Plan– Financial Information

Bidders shall include the Manager’s operating cost structure as well as the assumptions underlying the different cost items:

- Work force (staff and labor);
- Training of staff;
- Consumables;
- Maintenance and repair;
- Others (operating costs).

4.6.4 Validity of Fees & Revision

The Remuneration of the Manager (both Fixed and Container Handling Fees) shall remain unaltered throughout the Contract Period of fifteen (15) Years subject to the 5% escalation as set out in Sections 4.6.1 and 4.6.2.

4.6.5 Supporting Documentation

The reasonableness of the Financial Proposal, indicating all main assumptions will be corroborated in the context of the assessment of the Business Plan and the completed template as per Section 4.5.4.

4.6.6 Format and Submission⁵

The Proposal should be submitted in one (1) original, five (5) hard copies and three (3) electronic versions. The recipient of the Proposal is as follows:

President – Director General
Gestion et Exploitation du Port de Beyrouth (GEPB)
Port of Beirut
Port of Beirut Area (Near Corniche al Nahr)
P.O. Box: 1490
Beirut, Lebanon.
Telephone: 961-1-580918 or 580211
Fax: 961-1-569511
E-mail: Pobctotender@gmail.com

4.6.7 Language of the Proposal

The Proposals and all documents submitted shall be in the English language. Documents which original is not in English should be submitted in their original language accompanied with a certified English translation.

⁵ Bidders are entirely responsible for ensuring that their Proposals package is delivered to GEPB no later than the Submission Deadline. Bidders will be fully responsible for the costs and expenses for preparing their Proposals, attending meetings, conducting Site inspections, due diligence and for all other costs related to the Proposals. The GEPB will not reimburse Bidders or be liable for any costs under any conditions.

4.6.8 Stamp Duty

The stamp duty arising out of the Contract signature shall be completely and solely borne by the Manager who shall be required to pay it in due time.

4.7 Deadline for Submission

Proposals should be delivered at the above-indicated address before the Submission Deadline. Proposals submitted after the Submission Deadline shall not be received by GEPB.

4.8 Confidentiality

GEPB appreciates that Bidders may provide information, which is confidential. Bidders should mark such information as “CONFIDENTIAL”. GEPB commits to maintain all information which is marked as such by Bidders, as strictly confidential, and will not disclose it to any party other than the Evaluation Committee. The Evaluation Committee will also be bound by the same confidentiality requirements.

4.9 Forfeiture of Bid Bond

GEPB may make a call under a Bidder's Bid Bond for any amount up to the full value of such Bid Bond, and such amount shall be forfeited by the Bidder, in any of the following circumstances:

- the Bidder or if a Bidder is organised as a Consortium, any Consortium Member or the Consortium Leader, seeks to modify, correct and/or withdraw its Proposal or any part of its Proposal (which shall include raising any issue or item in respect of the Tender Document that was not expressly and explicitly raised in its Proposal and/or raising any issue or item that was raised in its Proposal but was subsequently dropped or revised) after the Submission Deadline;
- the Preferred Bidder has been invited to finalize the Contract and formalities required to be finalised for the execution of the Contract with GEPB and fails to carry out the same within seven (7) Days of such invitation;
- the Preferred Bidder does not incorporate the joint stock company which will enter into the Contract with the GEPB within 30 (thirty) Days or incorporates it with an ownership structure including members who were not part of the Tender Process;
- the Preferred Bidder or the joint stock company established by the Preferred Bidder does not sign the Contract with GEPB within 30 (thirty) Days.

4.10 Ground for Disqualification

GEPB may at any time at their sole discretion, disqualify any Proposal from further involvement in the Tender Process. A Bidder may, at any time, be disqualified from any further involvement in the Tender Process if any one or more of the following grounds apply:

- the Bidder (or any Consortium Member) request the modification of the Contract which form is appended to the Tender Document whether in its Proposal or at any stage of the Procurement Process (including post appointment as Preferred Bidder);
- the Bidder does not fully abide by the requirements of Section 4.2 and Annex E in relation to the Bid Bond;
- the Bidder does not abide by the requirements of Section 4.3 in relation to the identification of the Lebanese citizen(s) and/or the Lebanese company exclusively and fully owned by Lebanese citizens which will hold 1/3 of the capital of the joint stock company should the Bidder be appointed as Preferred Bidder;
- the Bidder (or any Consortium Member) is insolvent or there is evidence that the Bidder (or any Consortium Member) is likely to become insolvent;
- the Bidder (or any Consortium Member) has been convicted of a criminal offence relating to the conduct of its business or profession;
- the Bidder (or any Consortium Member) has committed an act of grave misconduct in the course of its business or profession;
- the Bidder (or any Consortium Member) is guilty of serious misrepresentation in providing any information required of it;
- the Bidder (or any Consortium Member) is not registered on the professional or trade register of the relevant country in which it is established under conditions laid down by that country;
- the Bidder submits the Bid Price, implicitly or explicitly, in the Technical Proposal and/or the Business Plan;
- where the Bidder has failed to comply with any requirement of the Tender Document or Tender Process and/or instruction of GEPB, including where the Proposal is submitted late, is completed incorrectly or submitted and/or complemented incompletely and/or fails to meet the submission requirements which are set out in the Tender Document or are required by Applicable Law or have been notified to Bidders;
- where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder (or any Consortium Member);
- the Bidder is subject to a change in its ownership structure or if organised as a Consortium the Consortium organisation is modified prior to the establishment of the joint stock company by the Preferred Bidder and the signature of the Contract;
- the Bidder fails to engage with GEPB in good faith and to act reasonably following its appointment as Preferred Bidder to establish the joint stock company and/or sign the Contract;
- the joint stock company is established by the Preferred Bidder with an ownership structure including members who were not part of the Tender Process;
- where there is a conflict of interest in respect of the Bidder (or any Consortium Member);
- where the Bidder (or any Consortium Member) has been 'blacklisted' by the Government;

- the Bidder does not fulfil anymore, and at any stage of the Tender Process, any of the requirements of the Tender Document or Applicable Law based on which they were considered eligible and qualified to submit a Proposal.

5 Evaluation Process and Criteria

The Evaluation Committee may contact Bidders during the evaluation process in order to clarify aspects of the Proposal which are unclear.

Proposals will be evaluated by a three-step process as follows:

➤ **Step 1: Compliance with Eligibility Criteria**

Bidders must satisfy the Eligibility Criteria set out in Section 4.3 to be considered for evaluation for subsequent Qualification Criteria. In the event Bidders do not fulfill the Eligibility Criteria, they will not be considered for the evaluation of the compliance with the Qualification Criteria.

➤ **Step 2: Compliance with Qualification Criteria (technical and financial)**

Only those Proposals having achieved the minimum criteria required according to Section 4.4 (financial and technical Qualification Criteria) in the previous step will proceed to the financial evaluation. Below table reflects the basic approach to structure the proposed Business Plan.

The proposed Business Plan shall follow below structure:

Structure of proposed Business Plans

BP Element	Subject
<i>Mission and Vision</i>	General Rationale
	Role of Manager
	Implementation of new technologies
<i>Handing over and Transition Plan Outline</i>	General Rationale
	Handing over and Transition Topics and Strategies
	Time Plan / Gantt Chart
	Risks
	Specific Costs
<i>Marketing and Sales Plan</i>	Description of the market environment
	Specific market aspects for POB Terminal
	General strategy for marketing and sales
	Marketing & sales Plan for the 1st Contract Year
	Cooperation with GEPB (role model)
<i>Operative planning</i>	General Rationale
	Required Tools
	Required Personnel / Organization-Chart
	Required M&R
	IT
	Special Projects (digitalization, automation, greening, etc.)
<i>Cost Projections⁶</i>	General Rationale
	Costs (cost projections broken down by categories), with the objective being to ensure that the cost budgets are commensurate with the operating plan.

➤ Step 3: Financial Proposal Evaluation

The Financial Proposals of all Bidders who qualify in Step 2 will be opened in the presence of all qualified Bidders. Financial Proposals of non-qualified Bidders shall be returned to them unopened.

The Bidder that has proposed the lowest Container Handling Fee according to Section 4.6 will be declared the Preferred Bidder, and others will be ranked in accordance with the proposed Container Handling Fee.

In case two or more Bidders propose exactly the same Container Handling Fee, they will be requested to revise their respective offer of Container Handling Fee and resubmit in sealed envelopes.

⁶ This section shall not include any revenue parameters or revenue projections subject to disqualification

The GEPB will invite qualified Bidders to attend the opening of the Financial Proposals. The GEPB will publicly announce the Container Handling Fee proposed by each qualified Bidder in Step 3, but shall not publicly disclose the remaining content of the Proposals.

5.1 Data Room

The GEPB has set up a Data Room and provides further information upon written request to Bidders having purchased the Tender Document and signed the Confidentiality Agreement as per Annex D: Confidentiality Agreement (Template). The modalities of access to the Data Room will be communicated to the Bidders in due time. Presently, following documents are included in the Data Room located at POB premises:

- The comprehensive operating data of the POB;
- Obligations, task and responsibilities of the Manager;
- Catalogue of Equipment purchased for the Terminal in addition to the OEM recommendations and requirements;
- Maintenance records, including those undertaken by the POB (i.e. Veritas Reports and summary of recent overhaul) and those completed by the BCTC;
- POB Terminal layout;
- Engineering plans of the Terminal and Equipment;
- Port Information System Plan (e.g. CAMA);
- A copy of the financial model enabling the prospective Bidders to estimate their 15-year projected revenues under varied Bid Prices as well as varied capacity utilization rates (attached);
- BCTC's outstanding staff configuration and their corresponding remuneration;
- The details and terms of BCTC's primary maintenance contracts and key operational contracts;
- The detailed list of the stock of spare parts to be purchased by the Manager;
- List of assets to be made available by the POB to the Manager, comprising primarily the premises of the Manager, buildings and installations; the STS cranes; the RTG cranes; and, varied ancillary Equipment owned by the POB and currently being used by BCTC;
- List of Equipment to be transferred from BCTC to the Manager;
- The transshipment contracts between GEPB and shipping line companies.

The above is not a comprehensive list of all documents relevant to the Tender Process, and other documents may be reviewed at POB premises in Beirut. The GEPB may, at its discretion, also provide other information concerning the Tender Process to all qualified Bidders, as and when it feels this may assist the Bidders in preparing their Proposals and responding to such requests.

5.2 Site Visits

Subject to purchase of the Tender Documents by the Bidders and the execution of the Confidentiality Agreement, Bidders will be offered a Site visit of the POB Terminal at a date and time to be specified by the GEPB in due time.

5.3 Tender Process Schedule

- Day 1 – Deadline to purchase Tender Documents available at GEPB;
- Day 15 – Pre bid meeting – Response to Bidders’ questions⁷;
- Day 45 – Deadline for final questions and Site inspections;
- Day 1 through Day 45 – Site inspections, questions and due diligence;
- Day 60 – Deadline for submission of Proposals to GEPB at Beirut, Lebanon;
- Day 61 – Public declaration of the names of all Bidders;
- Day 62 to Day 82 – Evaluation of Proposals (Envelope ONE);
- Day 82- Selection, notification and public declaration of technically eligible Bidders;
- Day 93 – Public opening of the Financial Proposals (envelope TWO)/Announcement of the ‘Preferred Bidder’;
- Day 93 to Day 123 – Formalities, etc. (founding/incorporation of the company, hand-over plan, etc.);
- Day 123 – Signature of Contract;
- Day 123 to Day 153: Issuance of the Performance Bond, organization of HR (contracting of current Manager’s employees and additional staffing) and organization of handover with BCTC;
- Day 153 – Hand over of operation of BCTC and start of fifteen (15) Year Terminal management period).

The whole process is being visualized by a graph shown in Annex A: Graphic Sequence of the Process.

⁷ Questions will be allowed to all Bidders. Both, questions and answers will be circulated to all Bidders without the name/identity of the Bidder having asked the question

5.4 Clarifications

Bidders are allowed to address Clarifications to GEPB in relation to the Tender Documents or Tender Process at any time before the Clarification Deadline by e-mail sent to the address set out below. GEPB will answer Clarifications and circulate questions and answers to all Bidders on an anonymous basis. Clarifications received following the Clarification Deadline will not be answered. Answers provided to Clarifications and circulated to Bidders will form an integral part of the Tender Document.

Port of Beirut:

Mr. Hasan Kraytem
President – Director General
Gestion et Exploitation du Port de Beyrouth (GEPB)
Port of Beirut
Port of Beirut Area (Near Corniche al Nahr)
P.O. Box: 1490
Beirut, Lebanon.
Telephone: 961-1-580918 or 580211
Fax: 961 – 1 – 569511
E-mail: Pobctotender@gmail.com
Website: www.portdebeyrouth.com

5.5 Establishment of Joint Stock Company, Handover Plan, Signature of the Contract with GEPB, Return of the Bid Bonds, Issuance of the Performance Bond

Once the Preferred Bidder has been selected based on the Evaluation Committee's decision, they should incorporate within thirty (30) Days a joint stock company which shall be owned by the Bidder and the Lebanese citizen(s) and/or the Lebanese company designated by the Bidder in its Proposal in accordance with Section 4.3 of the Tender Document or in case the Bidder is organized as a Consortium by the Consortium Members and the Lebanese citizen(s) and/or the Lebanese company designated by the Consortium in its Proposal in accordance with Section 4.3 of the Tender Document, provided that 1/3 of the capital is owned by designated Lebanese citizen(s) and/or the Lebanese company which should be fully and exclusively owned by Lebanese citizens in compliance with the Applicable Law and 51% of the capital and the ability to direct the affairs of the joint stock company is owned by the Bidder or the Consortium Leader or Member who fulfills the requirements set out in Section 4.4 and holds the foregoing shareholding throughout the Contract Period.

Once the joint stock company is incorporated in accordance with the foregoing requirements, the Preferred Bidder will cause the joint stock company to sign the Contract with GEPB within the same above-mentioned thirty (30) Day period and will immediately enter into discussions with BCTC in order to agree a handover plan by virtue of which the Manager will take over from BCTC the

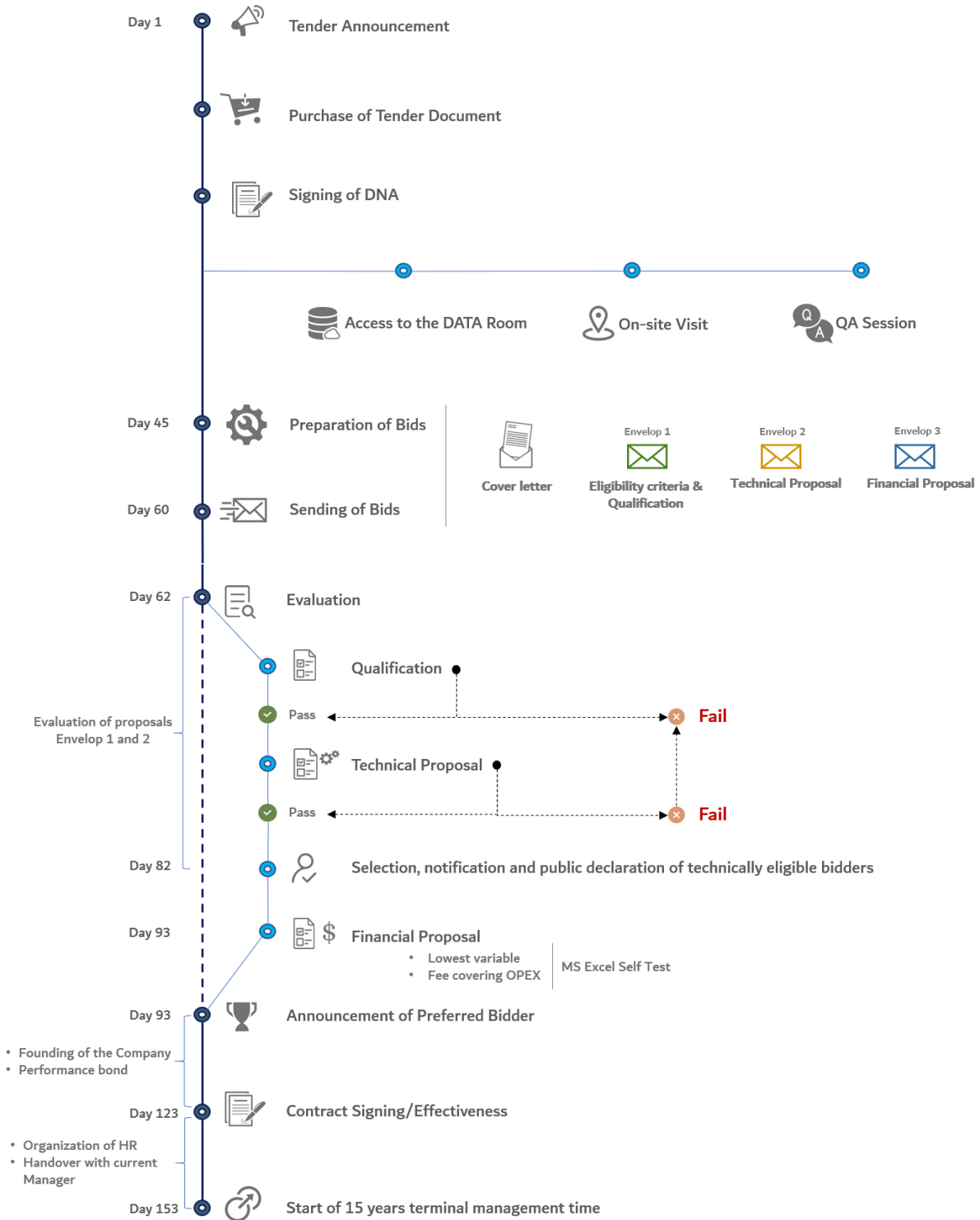
Equipment, spare parts, employees (of both BCTC and its subcontractors) and such handover plan will be appended to the Contract and become an integral part thereof.

Once the joint stock company issues the Performance Bond in accordance with the Tender Document, GEPB will hand back to the Preferred Bidder the Bid Bond submitted in its Proposal.

In the event that the Preferred Bidder fails to carry out any of the foregoing obligations, GEPB will have the right to suspend its discussions with the Preferred Bidder, call on the Bid Bond submitted thereby, and invite the second ranking Bidder having submitted the second lowest Container Handling Fee in its Financial Proposal to proceed to the incorporation of the joint stock company and signature of the Contract with GEPB.

Bid Bonds submitted by the non-successful Bidders will be returned to them upon signature of the Contract between GEPB and the joint stock company established by the Preferred Bidder.

Annex A: Graphic Sequence of the Process



Annex B: POB and Relevant Information

POB is located 33° 54' 26" N, 35° 31' 31" O. The port is the biggest Lebanese port and one of the main ports in the eastern Mediterranean. Located at the eastern part of the Saint George Bay and west of the Beirut River the port is an important gateway for the Middle East.

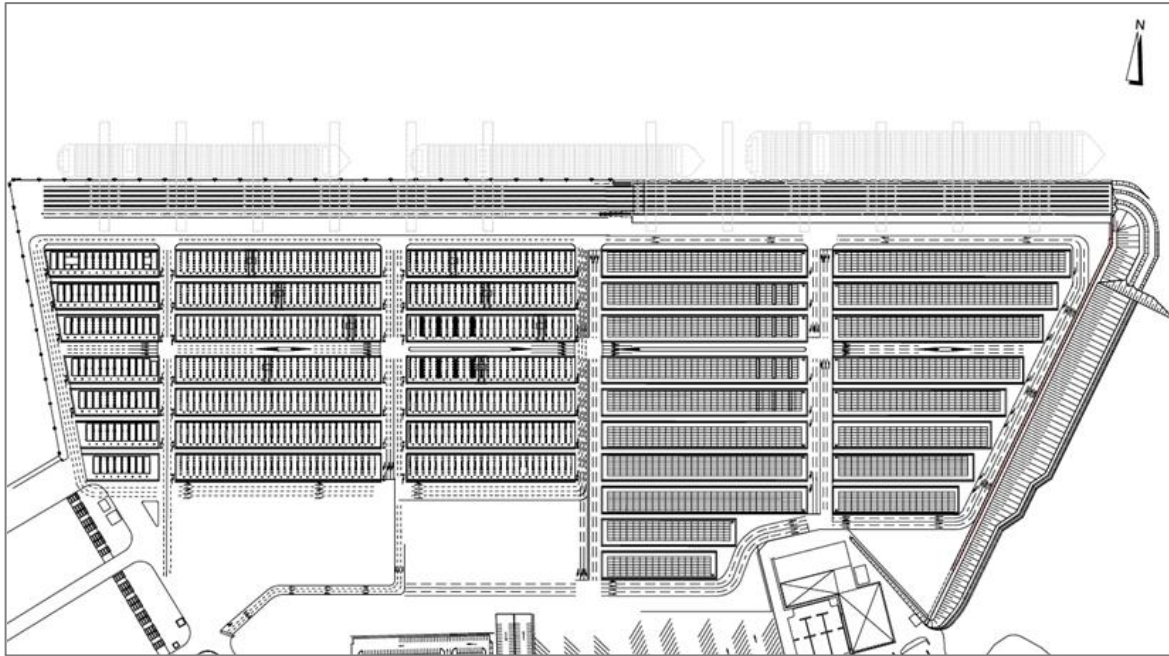
POB Container Terminal



Source: GEPB, 2018

The Terminal in POB was developed in two phases. The first phase was completed in 2002 with reclaimed area of approximately 22 Ha and a new 600m long and 15,5 m deep Quay 16. The new terminal got protected by the new 570 m long detached breakwater. Later in 2013, the second phase of development was completed. On the new project, the Quay 16 was extended by another 500 meters towards the mouth of the Beirut River together with reclaiming 14 hectares of land and creating additional 18-hectare stacking area for containers. This has brought Quay 16 to a total strait line length of 1100 meters. The extended part of the Quay 16 now has depth of 16.5 m, however the new Quay wall design provides possibility of further deepening to 17.5 m.

POB Container Terminal Layout



Source: GEPB, 2019

The Terminal has the following major technical characteristics:

- Estimated terminal capacity: 1'300'000 TEUs per annum
- Quay wall: Berth 16 West: 600 meters length (15,5m draft) and Berth 16 (east): 500 meters (16,5 draft) = Total Quay wall length 1100 meters
- 6 STS (60 Tons) + 2 STS (65 Tons) at Quay 16
- 8 STS at New Quay 16 East (65 Tons)
- Stacking area: 400,000 m²
- Reefer plugs: 800 points

List of Container Handling Services Equipment

Equipment Category	Quantity	Owned by GEPB	Provided by BCTC
STS Crane	16	16	-
STS Spreader	20	20	-
RTG Crane	51	51	-
RTG Spreader	57	57	-
Reach Stacker	14	5	9
Empty handler	12	3	9
Terminal Tractor	64	12	52
TR	4	4	-
Forklift	3	-	3
Trailer for TT	72	30	42
Trailer for TR	3	-	3
Gooseneck	4	4	-
Over height Frame	4	4	-

Source: GEPB, 2019

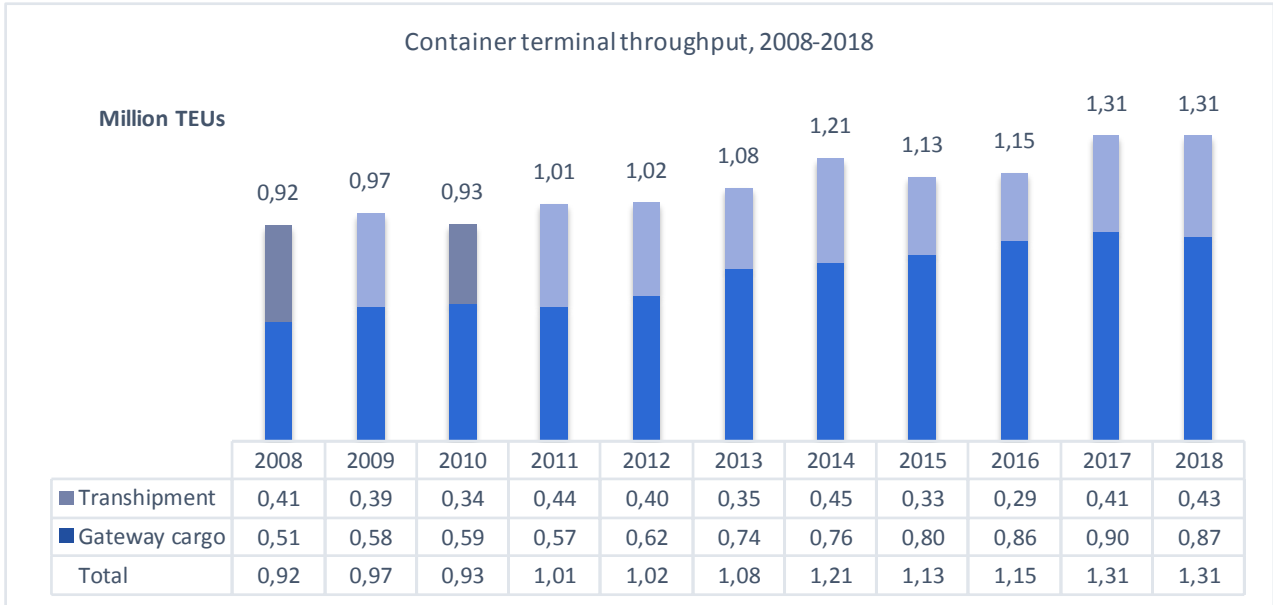
Presently, the Yard handling technology adopted on a primary storage area of the Terminal is rubber-tired gantry (RTG) cranes with size formula '7+1' wide/ '5+1' high. The Terminal provides storage service for all type of ISO Containers for dry cargo, temperature controlled/refrigerated cargo and dangerous and hazardous cargo (excl. explosive and radioactive cargo), and empty Containers.

Past Throughput and Performance

Over the last ten (10) Years the Terminal demonstrates sustainable growth of the throughput with the average annual rate of 3% and has reached its historical maximum of 1.3 million TEUs in the last two (2) Years in a row. It plays a vital role as a major gateway port for more than 80% of the Lebanese domestic traffic as well as significant part of the Syrian and Iraqi hinterland. It is also an important regional transshipment hub connecting POB with other ports and terminals of Northern Europe, Mediterranean and Black Sea. The share of gateway cargo and transshipment steadily oscillate around 65% and 35% respectively.

The recent events of October 2019 in Lebanon have however caused serious economic implications in terms of decreased economic activity and partial capital controls which have in turn had a significant impact on the POB’s local traffic. It will thus be the responsibility of the Manager to offset these limitations and constraints notably by developing and expanding the transshipment business and the inflow of foreign currencies into the country.

Container Terminal throughput, 2008-2018

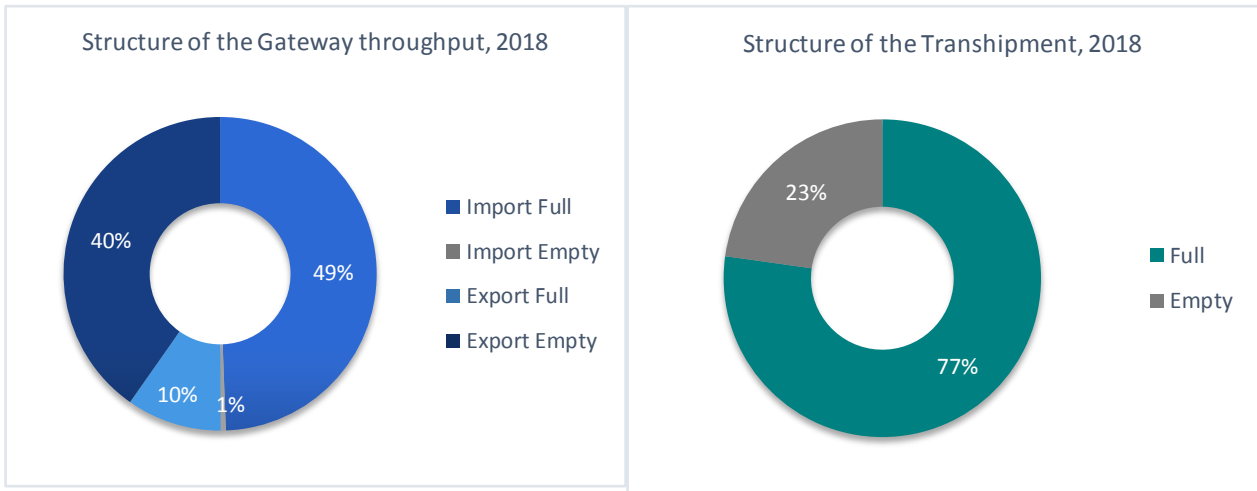


Source: GEPB, 2019

Looking at the years 2017/18, in the structure of the overall domestic containerized cargo (total 0.9 Million TEU), the full import (0.42 Million TEU) and empty export (0.34 Million TEU) Containers together constitutes around 90% of the total volumes, while the share of the full exports is only about 10%. In the structure of transshipment traffic (0.43 Million TEU in 2017/18), the three quarters formed by full Containers (0.34 Million TEU) and one quarter by empties (0.9 Million TEU).

Presently, the high operational standards applied in the organization of the work together with modern equipment and state-of-the-art IT technologies allows provision of high cargo handling rates to shipping lines. Thus, the average STS crane productivity in 2018 was 24 movements per hour.

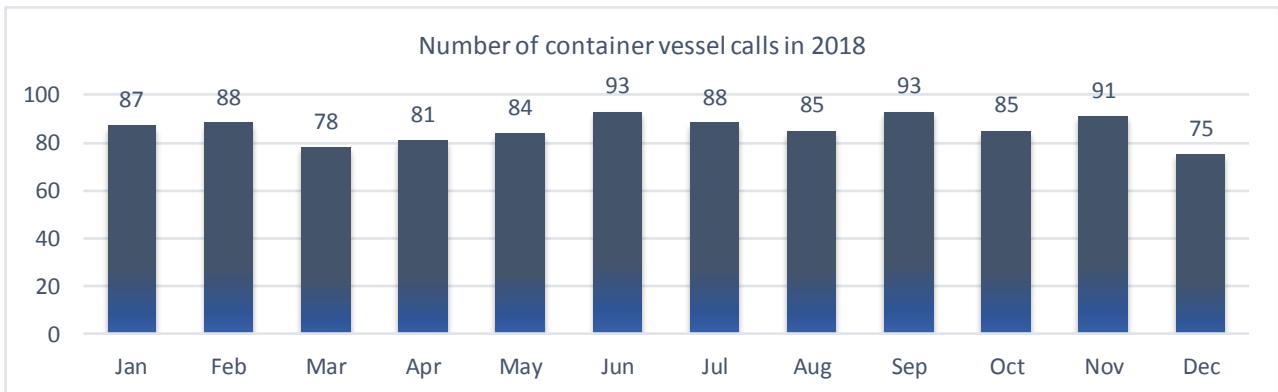
Cargo throughput structure, 2018



Source: GEPB, 2019

In 2018, the Terminal served more than one thousand Container ships, which is around 85-90 ships per month. Equipped with most advanced STS cranes and having depths of 15.5/16.5 meters, the Terminal can accommodate the world’s biggest Container ships of 18’000+ (TEU) carrying capacity.

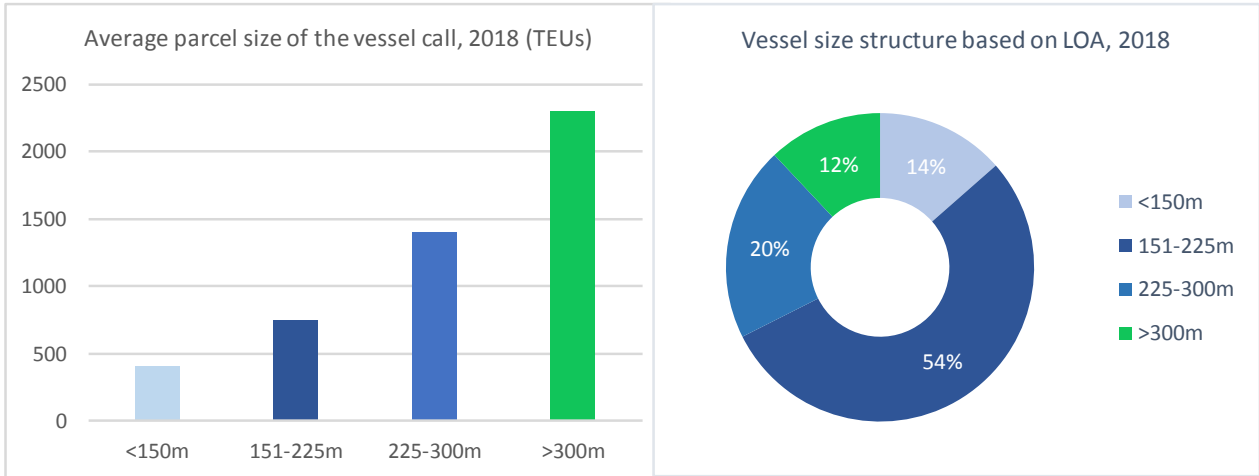
Number of Container Vessel calls in 2018



Source: GEPB, 2019

The share of the ultra large Container ships (ULCS) calling the Terminal today is about 10-15% (10-12 calls per months). Smaller ‘post Panamax’ class ships constitute around 20% (16-18 calls per months). The share of feeder ships makes up the majority of all ship calls and is around 65-70% (50-60 calls per months).

Vessel size structure and parcel size, 2018

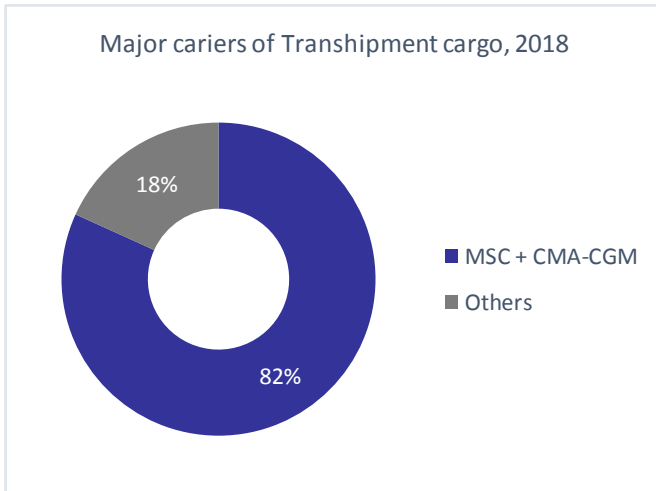


Source: GEPB, 2019

Main Clients

Presently, the Terminal serves more than 20 Container shipping services providing direct logistic access to the ports of Northern Europe, Far East, Mediterranean and Black sea. Two of the world's largest Container shipping companies Mediterranean Shipping Company (MSC) and CMA-CGM have selected the POB as their transshipment hub in the Mediterranean basin. These two companies are the biggest clients of the Terminal and together contribute to more than 80% of the total transshipment throughput.

Major carriers of transshipment cargo, 2018



Source: GEPB, 2019

CMA-CGM

The company has constructed a regional headquarters building near the port in the center of Beirut city. There are two major 'far east' services calling the POB ('Bosthorus express and "Mediterranean Club Express') and 6 feeder services for intra-Mediterranean and northern Europe

connections (Adriatic Med Express, Adriatic Med Express, East Med Express 1, WEMED Service 2, West Med Italy Service, Egypt Turkey Service).

MSC

The shipping line connects the POB with its main Far Eastern-West Mediterranean service (Dragon service), as well as three other intra-Mediterranean and north Europe services (Company Tyrrhenian/Turkey Line, Adriatic to South Turkey & Egypt – Line C, Adriatic to Cyprus, Lebanon & Syria – Line D).

MAERSK

The shipping line calls the POB with its ‘Far east – Mediterranean service (AE20) and one feeder service connecting Limassol and Port Said (Z21 MCL Beirut shuttle).

Port Tariff

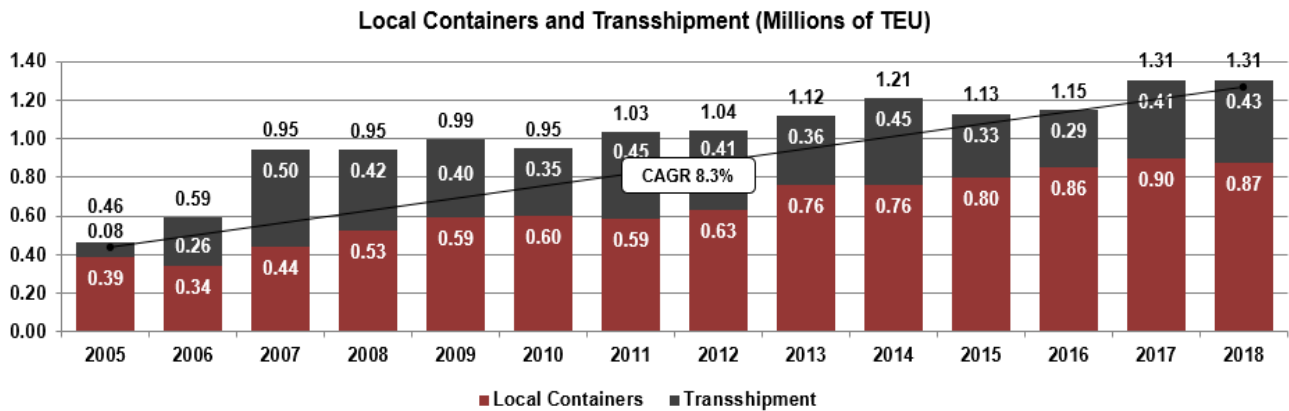
The POB tariff presently in force is set out in Annex C.

GEPB PERFORMANCE

Container Volume:

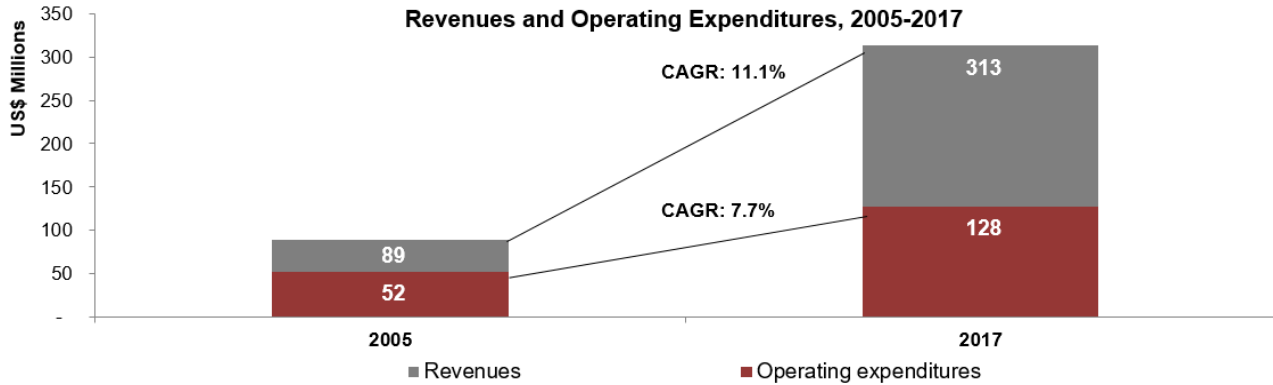
Total Container volume grew at a compound annual growth rate of 8.3% over the period extending from 2005 to 2018, namely from 465,000 TEU in 2005 to about 1,300,000 TEU in 2018. The volume of local Containers increased from 390,000 TEU in 2005 to 870,000 TEU in 2018 while the volume of transshipment increased from 80,000 TEU in 2005 to 430,000 TEU in 2018, registering a compound annual growth rate (CAGR) of 6.4% and 14.3% respectively. It is worth noting here that transshipment contributed to the growth in Container volume notably in the early years of its introduction so as to ensure a high capacity utilization ratio for the Terminal.

As in 2018, local Containers represented 67% of the total Container volume while transshipments represented the balance of 33%.



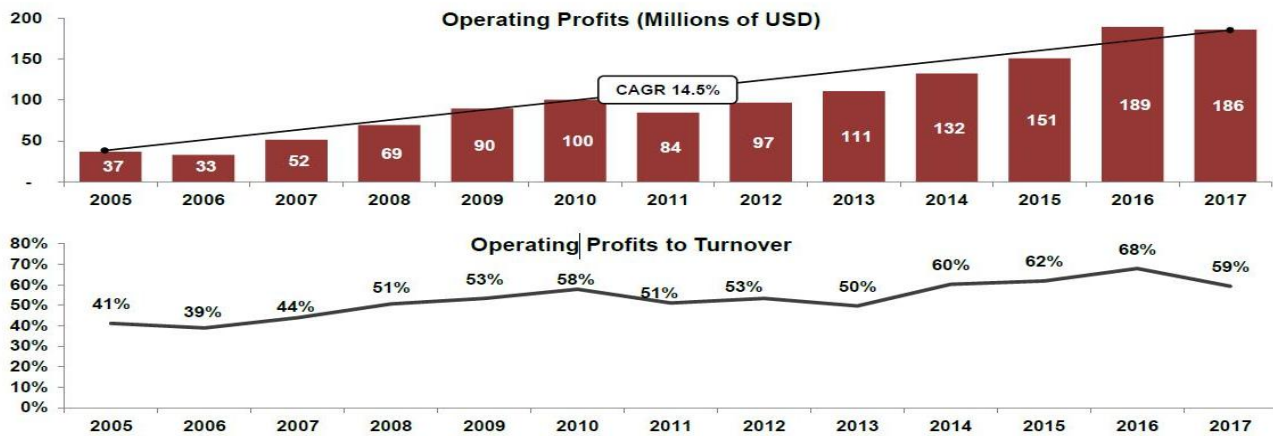
Revenues vs. operating expenditures:

The following chart highlights the difference between the CAGR of revenues and that of operating expenditures over the period under study. Revenues increased from USD89 million in 2005 to USD313 million in 2017 while operating expenditures increased from USD52 million in 2005 to USD128 million in 2017, registering a CAGR of 11.1% and 7.7% respectively. This indicates that the growth in revenues outpaced the growth in operating expenditures, thus implying higher revenue generating efficiency as well as better operating structure and higher operating efficiency.



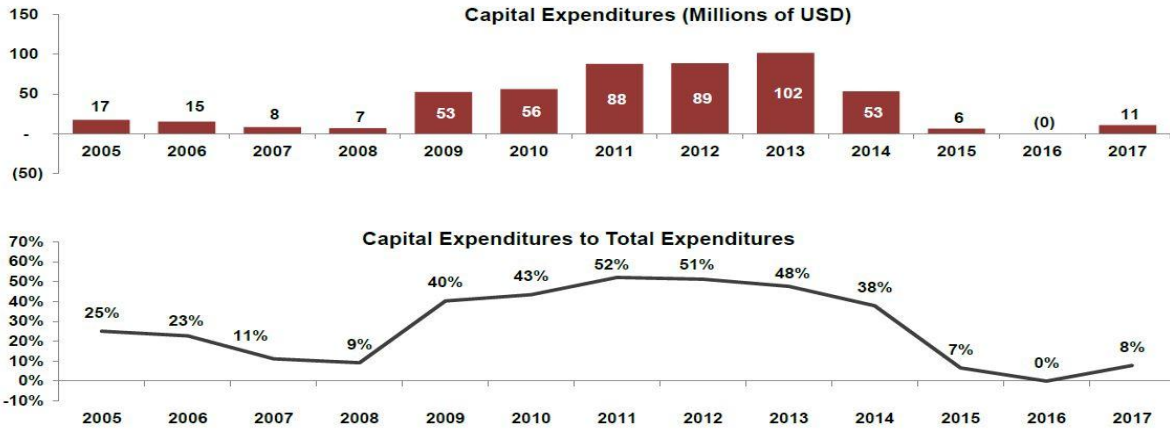
Operating profits:

Operating profits increased steadily from USD37 million in 2005 to USD186 million in 2017, registering a CAGR of 14.5%; the latter higher than the CAGR in revenues for the same period. As a percentage of revenues, operating profits stood at 59% in 2017, up from 41% in 2005. This implies a significant improvement in operating efficiency simultaneously with the growing operations and revenue.



Capital expenditures:

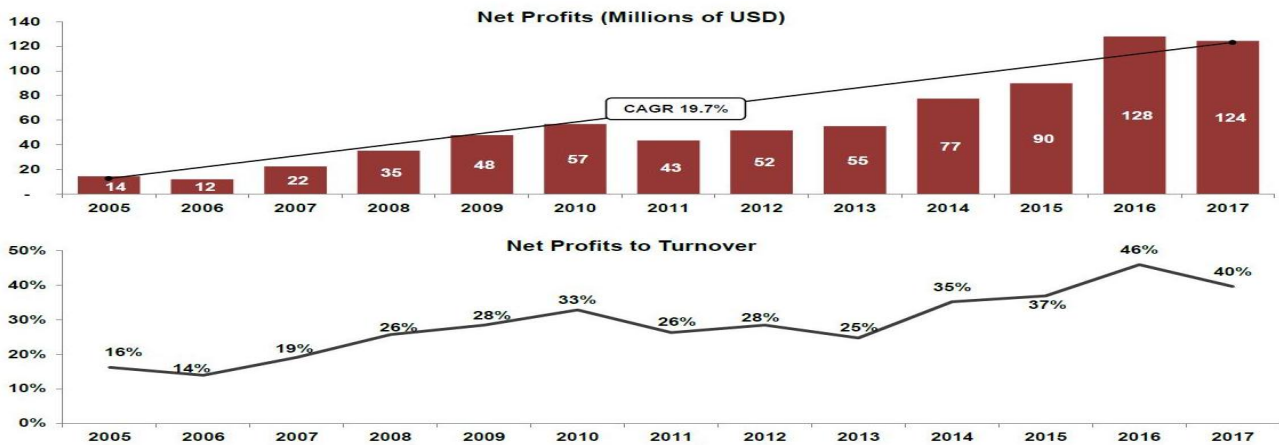
The following charts show the yearly trend of capital expenditures on development projects, in USD terms and as a percentage of total yearly expenditures. The significant increase in capital expenditures throughout the 2009-2014 period, representing a range of 38% to 52% of total expenditures, resulted from development projects aimed at growing and further expanding the Port’s capacity which in turn translated into higher revenues and profits.



Net profits:

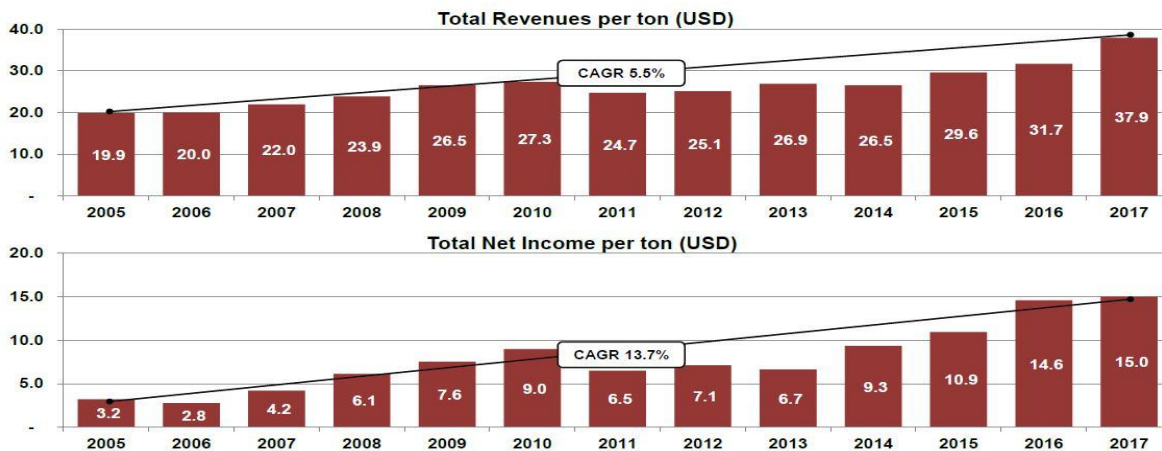
Net profits were computed as operating profits less the yearly budget for capital expenditure allowance. Net profits increased steadily from USD14 million in 2005 to USD124 million in 2017, registering a CAGR of 19.7%; the latter significantly higher than the CAGR in revenues for the same period. On the other hand, net profitability as a percentage of total revenues increased from 16% in 2005 to 40% in 2017. This corroborates the improved operating structure and efficiency in addition to the higher operating volume and improved revenue efficiency.

It is important to note here that the decline in net profits over the 2011-2013 period is not concerning as it is explained by the Port’s significant increase in capital expenditures. In the case of private companies, capital expenditures would usually be initially capitalized then depreciated over a period of time rather than expensed fully when incurred, which would smooth the trend in net profits.



Revenues and profitability per ton:

The following charts show POB’s total revenues and total net income per ton. Revenues per ton increased from USD19.9 in 2005 to USD37.9 in 2017. Moreover, net income per ton has significantly increased from USD3.2 in 2005 to USD15 in 2017. This is also explained by the growth in activity over the period under study as well as the improved operating efficiency ratios covered above.



Annex C: Tariffs Applicable for Container Operations

The actual port tariff book can be found on the official web-page of the Beirut port under the following link: <http://www.portdebeyrouth.com/index.php/en/tariffs/port-tariffs>

Annex D: Confidentiality Agreement (Template)

This confidentiality Agreement (“Agreement”) is made effective as of (insert date), between Gestion et Exploitation du Port de Beyrouth (the “GEPB”), and (insert your Company name, and full address) (the “TO”) (including the affiliates, partners, subsidiaries, parent entities, related entities and agents, if any, of both parties).

WHEREAS, GEPB is engaged in the Construction and Development of a multi-Berth container terminal at the Port of Beirut in Beirut, Lebanon, also referred to in this document as the “Project” and TO is interested in the operation and management of and investment in the Project.

WHEREAS, GEPB will provide technical and economic information concerning the Project and TO will provide information and Technical and Financial Proposals to allow GEPB to determine if TO is the appropriate business partner for GEPB in this Project.

WHEREAS, GEPB has requested that TO will protect the confidential material and information which may be disclosed between GEPB and TO.

NOW, THEREFORE, the parties agree as follow:

CONFIDENTIAL INFORMATION

The term “Confidential Information” means any information or material, which is proprietary to GEPB, whether or not owned or developed by GEPB, which is not generally known other than by GEPB, and which TO may obtain through any direct or indirect contact with GEPB.

Confidential Information includes without limitation:

- business records and plans;
- financial statements;
- customer lists and records;
- trade secrets;
- technical information;
- products;
- inventions;
- pricing structure;
- discounts;
- costs;
- computer programs and listings;
- source code and/or object code;
- copyrights and other intellectual property;
- economic, financial, environmental, engineering, other studies and other proprietary information.

Confidential Information does not include:

- Matters of public Knowledge that results from disclosure by POB, and any other information that both parties agree in writing is not confidential.

PROTECTION OF CONFIDENTIAL INFORMATION

TO understands and acknowledges that the Confidential Information has been developed or obtained by GEPB by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of GEPB which provides GEPB with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, TO agree to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of GEPB. In addition, TO agrees that:

No Copying/Modifying. TO will not copy or modify any Confidential Information without the prior written consent of GEPB.

Application to Employees. Further, TO shall not disclose any Confidential Information to any employees of TO, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement in substantially the same form as this Agreement at the request of GEPB.

Unauthorized to Employees, of Information. If it appears that TO has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, GEPB shall be entitled to an injunction to restrain TO from disclosing, in whole or in part, the Confidential Information. GEPB shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

EXCEPTIONS TO CONFIDENTIALITY

The confidentiality obligation hereunder shall not apply to any Confidential Information that (i) is known to MANAGER at the time of disclosure by GEPB, (ii) is or becomes generally known to the public, or (iii) is required to be disclosed by any governmental or regulatory authority requiring such disclosure under mandatory provisions of law, provided that: (i) the TO notifies the governmental or regulatory authority that the materials and information are Confidential treatment; (ii) the TO, at the time of disclosure or submission of such materials and information to the governmental or regulatory authority, request such confidential treatment of such materials and information as may be available under applicable law or regulations; and (iii) prior to such disclosure, provided it is not in violation of any governmental or regulatory requirement, or law, the TO shall use its best efforts to ensure that GEPB is given prompt notice of the required disclosure so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure.

USE OF CONFIDENTIAL INFORMATION

The TO agrees that it will not make use of any Confidential Information received from GEPB without the express prior written consent of GEPB, otherwise than as directly contemplated herein.

RETURN OF CONFIDENTIAL INFORMATION

Upon the written request of GEPB, TO shall return to GEPB all written materials containing the Confidential Information retaining any copy thereof, destroy all notes and work papers relating to the Project in his possession and purge all information relating to the project in computer system. TO shall deliver to GEPB written statements signed by TO certifying that all materials have been returned, and other records destroyed and/or purged within five (5) days of receipt of the request.

RELATIONSHIP OF PARTIES

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporation the Confidential Information. This Agreement does not create any agency, partnership, or joint venture. Any and all expenses incurred by either party for the research, investigation, preparation, analysis and presentation of information, data, materials and Proposals will be for its own account, and neither party shall have any right of reimbursement for the other party unless the parties have otherwise agreed in writing.

NO WARRANTY

To acknowledges and agrees that the Confidential Information is provided on an AS IS basis. GEPB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GEPB BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. GEPB does not represent or warrant that any product or Business Plan disclosed to the MANAGER will be marketed or carried out as disclosed, or at all. Any actions taken by TO in response to the disclosure of the Confidential Information shall be solely at the risk of TO.

LIMITED LICENSE TO USE

TO shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. TO acknowledges that, as between GEPB and TO, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of GEPB, even if suggestions, comments, and/or ideas made by TO are incorporate into the Confidential Information or related materials during the period of this Agreements.

GENERAL PROVISIONS

This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of Lebanon. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Gestion et Exploitation du Port de Beyrouth (GEPB)

Port of Beirut

By: _____

Mr. Hassan Kraytem

President – Director General

Date:

By: _____

President

Date:

Annex E: Bid Bond (Template)

To: Gestion et Exploitation du port de Beyrouth (GEPB)

Re: Guarantee for commitment to maintain the terms of the bid until the execution of a Contract between GEBP and the Preferred Bidder for the management, operation and maintenance of the port of Beirut Terminal and the issuance of a Performance Bond by the MANAGER in accordance with the Contract (Tender #_____).

Whereas (name of bidder) has submitted on the _____ of _____2019 a bid for the abovementioned tender.

Whereas the tender documents require the submission of a Bank Guarantee for the sum of USD1,000,000 (One million United States Dollars) as commitment to maintain the terms of the offer until the signing of the Contract with the winning MANAGER and the issuance of a Performance Bond by the MANAGER in accordance with the Contract or June 30, 2020, whichever comes first.

We (name of the Bank) (hereinafter referred to as the Bank), (address), hereby unconditionally and irrevocably undertake to pay to GEPB the abovementioned amount of USD1,000,000 (One million United States Dollars), if (name of bidder) withdraws his bid before the signing of the contract with the winning MANAGER and issuance by the MANAGER of the Performance Bond in accordance with the Contract terms, under the tender, whose reference is mentioned here above, upon the first written request from GEPB and without GEPB having to justify this request provided it is presented to the Bank during the period of validity and mentions that the payment is requested because of the non-conformity of the bidder to the abovementioned tender condition.

This Guarantee enters into effect on the date mentioned here below and shall remain in full force and effect until the signing of the Contract with the winning MANAGER and issuance by the MANAGER of the Performance Bond in accordance with the Contract terms, but in no case beyond the June 30, 2020.

Date: _____

Signature of Bank:

Annex F: Letter of Performance Bond (Template)

LETTER OF PERFORMANCE BOND

Date: date of signing the contract between MANAGER and GEPB

Messers Gestion et Exploitation du Port de Beyrouth, Beirut – LEBANON

We refer to the Contract for the management, operations and maintenance of the Container Terminal at the Port of Beirut made between _____ (Hereinafter referred to as the MANAGER).

And

Gestion et Exploitation du Port de Beyrouth

_____ (Hereinafter referred to as Employer) regarding management, operations and maintenance of the container terminal at the Port of Beirut, Beirut – LEBANON.

Whereas it has been stipulated by you in the said Contract that the MANAGER shall furnish you with a Bank Guarantee issued by a recognized bank for the sum specified therein as security for compliance with this obligation in accordance with the Contract;

And whereas we have agreed to give the MANAGER such a Bank Guarantee;

We hereby unconditionally and irrevocably agree to pay you, on your first written demand complying with the terms of paragraph 2 below as per your instructions, such amount or amounts as you shall demand from time to time, up to a maximum amount of USD5,000,000 (Five million United States Dollars) (the Guaranteed Amount),

Any demand for payment by you shall:

1. Be by letter;
2. Refer to the number and date of this letter of Guarantee;
3. State the amount for which payment is demanded.

This first demand letter of Guarantee constitutes an unconditional and irrevocable direct obligation of this Bank which is separate and independent of the Contract, including the MANAGER's Obligations under the Contract. Notwithstanding any alteration or change of the Contract, or the early termination of the Contract, or in the extent or nature of the obligations of the MANAGER or of the financial condition or otherwise of the MANAGER (including, without limitation bankruptcy or liquidation), none of which shall constitute notation, and notwithstanding any contestation or objection or the commencement of any legal or other proceedings brought by any person or entity whatsoever (including the MANAGER) to prevent, delay or in any hamper or stop payment of any

amount you may demand payment of from time to time in accordance with the terms hereof, and notwithstanding any other circumstance which might hinder prompt enforcement of this letter of Guarantee, and without any of the above events, circumstances or provisions justifying any delay in the performance of our obligations or constituting an exoneration, discharge or any release thereof.

The Guaranteed Amount shall be reduced by the amount of any payment made by us hereunder. Any such payment shall be paid free and clear of, and without deduction for or on account of, any present or future taxes, levies, duties charges, fees, commissions, deductions, or withholding of any nature whatsoever and by whomsoever imposed, all of which shall be for the MANAGER's account.

The letter of Guarantee shall remain valid and enforceable until fifteen (15) Years and six (6) Months from the date hereof and shall be automatically extended or renewed, until you release us from our obligations hereunder.

We will honor all demands for payment up to the guaranteed amount, from the date hereof to the date this letter of guarantee expires according to its terms.

This letter of Guarantee shall be governed by and construed in accordance with the laws of Republic of Lebanon.

Annex G: Financial Proposal Evaluation Approach

Key inputs

USD unless otherwise specified

Assumptions on container terminal (CT) capacity

	Total capacity, TEU	CT capacity utilization, %	CT capacity utilization, TEU
Year 1	1,400,000	92.5%	1,295,000
Year 2	1,400,000	95.0%	1,330,000
Year 3	1,400,000	97.0%	1,358,000
Year 4	1,400,000	98.0%	1,372,000
Year 5	1,400,000	98.0%	1,372,000
Year 6	1,400,000	98.0%	1,372,000
Year 7	1,400,000	98.0%	1,372,000
Year 8	1,400,000	98.0%	1,372,000
Year 9	1,400,000	98.0%	1,372,000
Year 10	1,400,000	98.0%	1,372,000
Year 11	1,400,000	98.0%	1,372,000
Year 12	1,400,000	98.0%	1,372,000
Year 13	1,400,000	98.0%	1,372,000
Year 14	1,400,000	98.0%	1,372,000
Year 15	1,400,000	98.0%	1,372,000

Assumptions on breakdown of utilized capacity

	Share of local (imp., exp., trans.)	Share of transshipment
Year 1	64.0%	36.0%
Year 2	64.0%	36.0%
Year 3	65.0%	35.0%
Year 4	66.0%	34.0%
Year 5	67.5%	32.5%
Year 6	68.0%	32.0%
Year 7	70.0%	30.0%
Year 8	72.0%	28.0%
Year 9	73.0%	27.0%
Year 10	74.0%	26.0%
Year 11	74.0%	26.0%
Year 12	74.0%	26.0%
Year 13	74.0%	26.0%
Year 14	74.0%	26.0%
Year 15	74.0%	26.0%

Assumptions on fixed and variable fees

Fixed fee	12,000,000
Container handling fees	Fee
Handling fees for local containers	-
<i>Discount applicable on transshipment handling fees (fixed discount)</i>	25.0%
Corresponding handling fees for transshipment	-

Key outputs

USD unless otherwise specified

Projected gross CTO revenues

	Fixed fee	Revenues from container operations	Gross CTO revenues
Year 1	12,000,000	-	12,000,000
Year 2	12,000,000	-	12,000,000
Year 3	12,000,000	-	12,000,000
Year 4	12,000,000	-	12,000,000
Year 5	12,000,000	-	12,000,000
Year 6	12,600,000	-	12,600,000
Year 7	12,600,000	-	12,600,000
Year 8	12,600,000	-	12,600,000
Year 9	12,600,000	-	12,600,000
Year 10	12,600,000	-	12,600,000
Year 11	13,230,000	-	13,230,000
Year 12	13,230,000	-	13,230,000
Year 13	13,230,000	-	13,230,000
Year 14	13,230,000	-	13,230,000
Year 15	13,230,000	-	13,230,000

Annex H: Definition and Interpretation of Terms

Table H-1 – List of Abbreviations and Corresponding Terms

ABBREVIATION	TERM
BCTC	Beirut Container Terminal Company (The Current Operator)
GEPB	<i>Gestion et Exploitation du Port de Beyrouth</i> (in Fr)
ISPS	International Ship and Port Facility Security Code
M	Meter
MOT	Ministry of Public Works and Transportation, Lebanon
OEM	Original Equipment Manufacturer
PCS	Port Community System
POB	Port of Beirut
RTG	Rubber Tired Gantry
STS	Ship To Shore Gantry
TEU	Twenty – Foot Equivalent Unit as per the international measure of Containers
TOS	Terminal Operating System
TTU	Truck Trailer Unit
USD	United States Dollars

Table H-2 – Glossary of Terms

TERM	EXPLANATION & Interpretation in the context of the Tender
Average Truck Turn-Around Time	The average time period a truck spends within the Terminal from the moment it arrives at the interchange facility to the moment it exits the interchange facility.
Berth	A place in which a vessel is moored or secured; place alongside a Quay where a ship loads or discharges cargo.
Bidder	Entity which has purchased the Tender Document in order to submit a Proposal in response thereto.
Breakbulk	Cargo that is handled physically, on pallets or with forklifts, but is not containerized.
Breakbulk Facilities	All existing Quays and facilities at the POB excluding the Terminal and including any future expansions of such Quays and facilities.
Business Plan	Document to be submitted by the Bidder as defined in Section 4.5.4.
Flat Rack Truck	A frame with wheels and Container locking devices to secure the Container for movement.
Common User Terminal	Terminal that provides equal and fair access and services to any and all shipping lines, carriers, and port users.
Container	A metal box for shipping cargo.
Container Handling Fee	A component of the Remuneration to be proposed by the Bidders in their Proposals as set out in Section 4.6.2.
Container Handling Services	Container movement operations including but not limited to:
	<ul style="list-style-type: none"> a) Emptying or shipping empty or full Containers from or to ship; b) Moving full or empty Containers from dock to Yard or vice versa; c) Unloading or loading (incl stowage and sorting) empty or full Containers; d) Moving full or empty Containers from inside ship to Yard and vice versa; e) Loading and unloading Containers from or to cargo owner; f) Operation of sending a Container to the scales and returning to Yard; g) Emptying or Containers in Warehouses (consolidation); h) Customs' inspection operation including an additional seal; i) Moving full or empty Containers to or from ships with Manager's Yard Equipment; j) Loading or unloading Containers to/from ship with RTG cranes.
Contract	Agreement between the POB and the Manager for the provision of services as specified in the Tender Document.
Contract Period or Duration of Contract	Period of fifteen (15) Years starting at the commencement date unless the Contract is terminated earlier for legitimate reasons.

TERM	EXPLANATION & Interpretation in the context of the Tender
Consortium	Association of two or more business entities in order to submit a Proposal in response to the Tender Document.
Customs	Government office where duties are paid, documents filed, etc., on foreign shipments.
Data Room	As defined in Section 5.1.
Day, Year, and Month	According to the Gregorian calendar.
Eligibility Criteria	Criteria set out in Section 4.3 and required to be fulfilled by Bidders to be considered for the following stage of the Tender Process.
Evaluation Committee	Committee whose members have no conflict of interest in relation to the Tender Process, appointed by the GEPB to evaluate all Proposals submitted in response to the Tender Document.
Fixed Fee	A component of the Remuneration amounting to USD12 Million (Twelve million United States Dollars) as set out in Section 4.6.1.
Force Majeure	Force Majeure Event: any event or circumstance beyond the control of or not reasonably foreseen by the Manager; or any event or circumstance that cannot be prevented by the Manager or GEPB, such as, but not limited to war, military operations, earthquakes, volcanoes, riots, strikes not restricted to the container terminal.
Freight Forwarder	Person or company that arranges for the carriage of goods and associated formalities on behalf of a shipper. The duties of a forwarder include booking space on a ship, providing all the necessary documentation and arranging Customs clearance.
Gates	Interchange facility of the Terminal.
Government	Government of Lebanon.
Harbormaster	An officer of the Ministry of Public Works and Transportation who attends to berthing ships in a harbor.
Infrastructure	Roads, railroads, ship channels and utilities.
Manager	The Preferred Bidder who signs the Contract to manage, operate and maintain the Terminal of the POB.
Panamax	Maximum-size bulk carriers whose dimensions enable to ship to transit the Panama Canal when lock width is the limiting factor.
Preferred Bidder	The Bidder designated by the GEPB as preferred Bidder based on the evaluation of Proposals by the Evaluation Committee to sign the Contract to manage, operate and maintain the Terminal of the POB.

TERM	EXPLANATION & Interpretation in the context of the Tender
Privatization	Contracting a public entity to a private enterprise.
Proposals	Financial and Technical Proposals.
Qualification Criteria	Criteria set out in Section 4.4 and required to be fulfilled by Bidders to be considered for the following stage of the Tender Process.
Quay	A structure in water where ships are berthed.
Reefer	Refrigerated Container.
Reach Stacker	Fork lift or similar equipment that stacks Containers in the Yard.
Remuneration	Remuneration of the Manager comprised of (1) the Fixed Fee, and (2) the Container Handling Fee as set out in Section 4.6.
Rubber Tired Gantry Crane or RTG crane	A crane or hoisting machine moored on a frame or structure spanning an intervening space, and designed for handling of Containers on site of the terminal and serving road tracks and chassis.
Ship To Shore Crane or STS crane	A rail mounted crane on quay utilized in the loading and unloading of Containers.
Site	Place(s) at the Port of Beirut where the Equipment is to be operated and maintained and such other area as GEPB may make available to the Manager to ensure convenient management and Container Handling.
Spreader	Device mounted on RTG or STS cranes used to lift Containers.
Technical Proposal	As defined in Section 4.5.
Terminal	Container terminal at POB as set out in Annex B.
Tons	Metric tons.
Transaction	Entering into the Contract with the Preferred Bidder.
Transition Period	The period of time which is twelve (12) months from the date the conditions precedent specified in the Contract are fulfilled.
Warehouse	Place for the reception, delivery, consolidation, distribution, and storage of goods and cargo.
Yard	Area for storing Containers.

Annex I: Contract for Management, Operation and Maintenance of the Container Terminal at Beirut Port

Διεθνής διαγωνισμός για τη διαχείριση, τη λειτουργία και τη συντήρηση του σταθμού εμπορευματοκιβωτίων του Λιμένα Βηρυτού

Σύμφωνα με ενημέρωση που λάβαμε από το Γραφείο ΟΕΥ Βηρυτού, μέσω του Υπουργείου Εξωτερικών, Β8 Διεύθυνση Επιχειρηματικής Ανάπτυξης, ο Οργανισμός Διαχείρισης Λιμένα Βηρυτού (GEPB) με σχετική ανακοίνωσή του καλεί ενδιαφερόμενους εγχώριους και αλλοδαπούς φορείς να υποβάλουν προτάσεις για τη λειτουργία και τη συντήρηση του σταθμού εμπορευματοκιβωτίων του Λιμένα Βηρυτού **για 15 χρόνια**.

Κύριοι στόχοι των διοργανωτών αποτελούν η μεγιστοποίηση της παραγωγικότητας των υπηρεσιών χειρισμού εμπορευματοκιβωτίων, η αύξηση της κυκλοφορίας εμπορευματοκιβωτίων στον σταθμό και η εξασφάλιση της υψηλότερης δυνατής ποιότητας υπηρεσιών προς τους χρήστες.

Οι εταιρείες, οι οποίες ενδιαφέρονται να συμμετάσχουν στον διαγωνισμό θα πρέπει να παραλάβουν ειδικό φάκελο από τα Γραφεία του Λιμένα Βηρυτού **από τις 17 Ιανουαρίου** και να καταβάλουν εγγύηση ύψους 10.000 \$ ΗΠΑ, ενώ η προθεσμία υποβολής προτάσεων λήγει την **17 Μαρτίου τ.ε.**

Για περισσότερες πληροφορίες οι ενδιαφερόμενοι μπορούν να επικοινωνούν με τον Λιμένα Λιβάνου (τηλ. 00961-1-587075, 00961-1-580918, email: pobctotender@gmail.com , ιστότοπο: www.portdebeyrouth.com).

Επισυνάπτεται σχετικό πληροφοριακό υλικό.

Ο Οργανισμός Διαχείρισης Λιμένα Βηρυτού καλεί τους ενδιαφερόμενους σε μία παρουσίαση **την Πέμπτη 20 Φεβρουαρίου** τ.ε. στις 10.00 στο κτίριο διοίκησής του.

Unofficial Translation

From : Ministry of Foreign Affairs – Consular Affairs Department
Ref : 2019/0076306/5
Date : 09/10/2019

The Ministry of Foreign Affairs of the State of Qatar –Consular Affairs Department- presents its compliments to all Diplomatic Missions accredited to the State of Qatar.

The Ministry would like to inform the esteemed missions that the Ministry of Public Health has started an actual implementation in using an electronic system to exchange official certificates with the competent authorities in the countries that export food to Qatar. It is a system for the exchange of certificates for different food consignments "Global Partners System", the system includes a clear mechanism for the exchange of many documents related to food consignments electronically to ensure the accuracy of these certificates and avoid the possibility of manipulation, the system also saves time and effort currently being spent on certification and sending paper copies of these certificates, it has a special link on the page of the Department of Port Health and Food Control at the Ministry of Public Health on the website: www.moph.gov.qa (Attached herewith the System Guide).

The esteemed Missions are kindly requested to contact the competent authorities in their countries to use this system, if desired, to facilitate the exchange of these important documents which represent one of the requirements of food safety exported to the State of Qatar.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to all Diplomatic Missions accredited to the State of Qatar, the assurance of its highest respect and consideration.

- To all Diplomatic Missions accredited to the State of Qatar.



of the accuracy and credibility of these documents as a prerequisite for ensure the safety, suitability of food and certainly that the authorities which issue these certificates are just as concerned.

To ensure that these certificates achieve the objective of their issuance, the Ministry of Public Health has clearly defined the three requirements that must be provided in these certificates, which are:

- To be issued by a competent official authority or by an authorized body by the official authority or to be issued by the accredited Islamic Center for Halal and Halal slaughtering certificates.
- To be related to the shipment and not being a general certificate related to the plant of production.
- To contain clear attestation (statement) according to the nature of the product itself.

Compliance with these requirements will have a positive effect on reducing the level of risk and will facilitate the inspection procedures at the port of entry.

Information about the guide and the letter from the competent authority:

A guide issued includes an explanation of the registration process that must be done by a nominated or authorized staff by the competent authority in the country of origin / export to use the system in the process of sending / exchanging relevant certificates.

The guide adopted an illustrative methodology by identifying the fields as they are shown in the system, then presenting notes and clarifications for the registration and the method of exchange the certificates so that the process will be as clear

One of the requirements of the registration is to attach a letter from the official authority, which is responsible for issuing the certificates. Its purpose is to verify the validity of the authorization of the staff by their bodies or agencies or entities to send or exchange certificates through the system. No user name will be approved without this letter.

It is normal that there are several authorized individuals for this purpose, due to different and the multiplicity of the ports of exportation, so there is no specific number of persons authorized from each authority and this option was left to the competent authorities in the country of origin / export.

A template has been developed for this letter. This template is not mandatory in its form and is intended only to highlight the basic information that will be included in the letter in order to avoid the rejection of the registration due to incomplete information. The competent authorities may also issue the letter in both Arabic and / or English languages.

One of the most important required information is the clearness of the text for the authorization of the use of the system, and clearly adding the name(s) of the authorized staff and their signatures,

29/10 2019 17:57 FAX +974 44128160
13/10 2019 9:24 FAX 0097444631346

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MOFA

☑ 0009/0009
☑ 0006/0006



official stamps, job positions, and contact information. In addition, it is important to include an e-mail address of the responsible person to correspond with him/her if necessary.

The most important relevant information have been carefully included in the guide, however you can contact to answer any queries through the contact information of the Ports' Health and Food Control section described below, we will be keen to respond to your inquiries as soon as possible.

Email: port.health@moph.gov.qa Contact Numbers: 44070226 - 44070236

A) Κατάθεση στον ΠΟΕ από την Αίγυπτο ειδοποιήσεων σχετικά με την εφαρμογή νέων προτύπων (standards) σε προϊόντα

Σε συνέχεια ενημέρωσης από το Γραφείο Οικονομικών & Εμπορικών Υποθέσεων της Ελλάδας στο Κάιρο προς το Ελληνικό ΥΠ.ΕΞ., σας γνωρίζουμε ότι η Αίγυπτος κατάθεσε στον Παγκόσμιο Οργανισμό Εμπορίου (ΠΟΕ) δεκαεννέα (19) νέες ειδοποιήσεις (notifications) σχετικά με την εφαρμογή νέων προτύπων (standards) για τα ακόλουθα προϊόντα:

1. Αποσμητικά χώρου
2. Προσσκευασμένες ποσότητες προϊόντων
3. Βρεφικά σετ αναπήδησης (baby bouncers)
4. Εργαστήρια ιατρικών αναλύσεων
5. Ηλεκτρικοί θερμοσίφωνες
6. Λαμπτήρες πυρακτώσεως βολφραμίου
7. Λαμπτήρες αλογόνου βολφραμίου
8. Κόντρα πλακέ
9. Διακόπτες οικιακής χρήσης
10. Κεραμικά σκεύη κουζίνας
11. Συσκευές ελέγχου λαμπτήρων
12. Πλαστικοί σάκοι συλλογής οικιακών απορριμμάτων
13. Πλαστικοί σωλήνες (γυαλί από ίνες - σωλήνες αποχέτευσης)
14. Πλαστικοί σωλήνες (γυαλί από ίνες - σωλήνες πίεσης)
15. Σωλήνες από πλαστικές ύλες (υαλοβάμβακας - σωλήνες αποχέτευσης και βιομηχανικοί σωλήνες πίεσης)
16. Κατασκευές ξύλου - Ξυλεία με απανωτές στρώσεις και συγκολλημένη μασίφ ξυλεία
17. Πουλερικά και κουνέλια διατηρημένα με απλή ψύξη
18. Κατεψυγμένα πουλερικά και κουνέλια
19. Επιτραπέζιες ελιές

Για την παρακολούθηση της εν θέματι υπόθεσης καθώς και για ανάλογα θέματα οι ενδιαφερόμενες επιχειρήσεις μπορούν να επισκέπτονται την ιστοσελίδα του ΠΟΕ ως ακολούθως:

α) Για τεχνικά εμπόδια: <http://tbtims.wto.org/en/Notifications/Search>

β) Για υγειονομικά και φυτοϋγειονομικά: <http://spsims.wto.org/en/Notifications/Search>

Οι ενδιαφερόμενες επιχειρήσεις/μέλη του Επιμελητηρίου μας, μπορούν για περισσότερες πληροφορίες καθώς και για την αποστολή, με **καταληκτική ημερομηνία την 04.02.2020**, τυχόν, σχετικών σχολίων/παρατηρήσεων να απευθυνθούν στο Γραφείο ΟΕΥ Καΐρου, στα κάτωθι στοιχεία επικοινωνίας:

Δ/νση : 18 Aisha El Taymouria, Garden City Cairo 11451

Τηλ.: (00202) 27948482, 27952036

Fax: (00202) 27940684

Email: ecocom-cairo@mfa.gr

