

**Request for Proposals
from Consultants**

For The

**Assessment, Prioritization
and Detailed Design
of Beirut City Services Upgrading Project**

Phase 3

**Council for Development and Reconstruction
Beirut, Lebanon**

MAY 2026

REPUBLIC OF LEBANON

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

No:.....

Date:.....

.....
.....
.....

Dear Sirs,

Subject: Request for Proposals for Consulting Services for The Assessment, Prioritization and Detailed Design of Beirut City Services Upgrading Project – Phase 3

- 1 The COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (CDR), as executing agency acting for and on behalf of the GOVERNMENT OF LEBANON, hereby invites you to submit technical and financial proposals for consulting services required for the assessment, prioritization, detailed design and production of tender documents and assistance in the tenders evaluation of Beirut City Services Upgrading Project – Phase 3, which could form the basis of future negotiations and, ultimately, a contract between your firm and the CDR. This tender is governed by the Public Procurement Law No. 244/2021 and other applicable regulations memoranda and guidelines issued by the Public Procurement Authority, and any dispute arising from the interpretation of the terms of this tender, as well as any objection, complaint or request for reconsideration shall be adjudicated by the competent Authorities stipulated in the Public Procurement Law and other applicable Laws.
- 2 The GOVERNMENT OF LEBANON has received a fund from the ARAB FUND FOR ECONOMIC AND SOCIAL DEVELOPMENT BANK (AFESD) and intends to apply part of the proceeds of this fund to eligible payments under the contract for which this invitation for proposals is issued.
- 3 To enable you to submit a proposal, the following documents are attached:
 - (a) Draft Contract under which the services will be engaged;
 - (b) attachments to Draft Contract:

Appendix A	Terms of Reference(TOR)
Appendix B	Consultant's personnel
Appendix C	Remuneration of the Consultant
Appendix D	Specimen Bank Guarantee for Performance Security
Appendix E	Specimen Bank Guarantee for Advance Payment
Appendix F	Specimen Bid Security
Appendix G	Reporting Requirements
Appendix H	Responsibilities of the Client
Appendix I	Technical Information to be submitted by the Consultant
- 4 This invitation to bid is open to Lebanese Consultants as stated in this Request for Proposal. Bidders shall provide evidence of their eligibility to the satisfaction of the Employer. The Bidder is considered acquainted and aware of the Laws in force in the Republic of Lebanon.

- 5 To be qualified for award of the Contract, bidders shall provide the following information with their bid. All certificates should be originals or legally certified copies of the originals by official Authorities and dated maximum 1 year before the original bid submission date;
- a) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, authorised signatories, capital, directors and ongoing contracts;
 - b) Bidding documents stamped and signed;
 - c) A written power of attorney authorizing the signatory of the bid to commit the bid certified by a Notary;
 - d) Legal records of the authorised signatory, dated no more than 3 months before the original bid submission date free from any judgment (سجل عدلي);
 - e) Receipt for purchase of the bid documents;
 - f) Certificate of quittance issued by the National Social Security Fund. The bidder must be registered with the NSSF, and any statement that include unregistered Institution will be rejected;
 - g) Names and CV's of Key Personnel proposed for the administration and execution of this contract;
 - h) Proposals for subcontracting any elements of the required services;
 - i) Declaration listing all the owners of the economic right أصحاب الحق الاقتصادي as per form M18 issued by the Ministry of Finance with copies of their identification cards
 - j) Contractual Commitment;
 - k) Certificate of registration of the bidders issued by the Directorate of Added Tax, in case the bidder is registered or a certification of non-registration in case the bidder is not registered, in this case the bidder is committed to his price, even if he became registered during the execution of the contract;
 - l) Certificate of Registration of the Company issued by the Ministry of Finance;
 - m) Official information regarding any current litigation in which bidder is involved;
 - n) Signed Declaration of Integrity;
- 6 Consultants shall submit a Proposal which complies with the requirements of the Proposal Documents. Proposal shall be valid for 120 days beyond the last day of bid submitted.
- 7 All documents submitted by the Consultant relating to the Proposal shall be in English.
- 8 The consultants shall furnish, as part of their proposal, a Bid Security in the amount of US\$ 12,000 (twelve thousand United States dollars)

The Bid Security shall be from a bank located in Lebanon or from a foreign bank acceptable to CDR. The format of the Bid Security shall be in accordance with the specimen form included as Appendix F. The Bid Security shall be valid for 28 days beyond the validity of the Proposal.

Any Proposal not accompanied by a Bid Security will be rejected by CDR.

The Bid Security of unsuccessful bidders will be returned at the start of the contract implementation within the 28 days of the end of the Proposal validity period specified in Paragraph 14 below.

The Bid Security of the successful bidder will be discharged when the Consultant has signed the Contract and furnished the Performance Security.

The Bid Security will be forfeited

- (a) If the Consultant withdraw his Proposal during the period of its validity;
- (b) In the case of successful bidder, if the Consultant fails to :
 - (i) Sign the Contract; or
 - (ii) Furnish the Performance Security.

- 9 The cost of preparing a proposal and of negotiating a contract, including travel costs, will not be reimbursed.
- 10 Any manufacturing or construction firm with which you are associated will not be eligible to participate in bidding for any goods or works resulting from or associated with the contract of which this consulting assignment forms a part.
- 11 Consultants requiring any clarification of these documents shall notify CDR in writing or by facsimile earlier than 10 days prior to the deadline for bid submission at CDR's address given hereinafter for the submission of Proposals. CDR will respond to any request for clarification received earlier than 6 days prior to the deadline for submission of Proposals. Copies of CDR's response will be forwarded to all consultants including a description of the inquiry but without identifying its source.
- 12 Before the deadline for submission of proposals, CDR may modify these proposal documents by issuing addenda.
- Any addendum thus issued shall be part of these proposal Documents and shall be communicated in writing or by facsimile to all consultants. The consultants shall acknowledge receipt of each addendum in writing or by facsimile at CDR's address given hereinafter for the submission of Proposals.
- 13 To give consultants reasonable time in which to take an addendum into account in preparing their proposals, CDR may extend, if necessary, the deadline for submission of proposals, in accordance with paragraph 12 above.
- 14 Bidders shall hold their proposal valid for 120 days after the latest date for submission, during which time you should maintain, without change, the personnel proposed for the assignment and your proposed price. CDR will make its best efforts to select a consulting firm within this period.
- 15 The Consultant's Proposal shall comprise and be submitted in two separate inner envelopes and one outer envelope as follows:
- a) The first inner envelope, containing and clearly marked "Technical Proposal", shall include ONE original and ONE copy of the following:
 - 1) the Draft Contract.
 - 2) Appendix A - Terms of Reference (ToR).
 - 3) Appendix B - Consultant's Personnel.
 - 4) Appendix F- Bid Security (in accordance with Clause 8 hereof).
 - 5) Appendix G - Reporting requirements.
 - 6) Appendix H- Responsibility of the Client.
 - 7) Appendix I - Technical Information to be submitted by the Consultant, (including associated Annexes I1, I2, I3, I4, I5).
 - 8) Copies of any addenda issued by the CDR.
 - 9) Documents requested by the ITB (Item 5).

All pages of the ORIGINAL copy shall be initialled by the Consultant.
The two copies included in the "Technical Proposal" shall be clearly marked "ORIGINAL" and "COPY" as appropriate.

- b) The second inner envelope, containing and clearly marked "Financial Proposal", shall include ONE original and ONE copy of the following:
 - Appendix C - Remuneration of the Consultant (including completed Annexes C1 to C2);

All pages of the ORIGINAL copy shall be initialled by the Consultant.
The two copies included in the "Financial Proposal" shall be clearly marked "ORIGINAL" and "COPY" as appropriate.

The two inner envelopes shall be marked with the name and address of the Consultant.

In addition, the two inner envelopes and the outer envelopes shall be addressed to COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION, Tallet Al Serail, Beirut, Lebanon and bear the following additional identification:

- 1) Proposal for the Assessment, Prioritization and Design of Beirut City Services Upgrading Project – Phase 3;
- 2) DO NOT OPEN BEFORE(Insert time and date for opening proposals).

The outer envelope shall not bear the name of the Bidder.

- 16 The Bidder's completed proposal (one original and one photocopy) should be delivered to CDR, Tender Department, Tallet Al Serail, Beirut, on or before 12 noon on 2026, Beirut local time.
- 17 Any proposal received by CDR after the deadline for submission of proposals will not be considered and will be returned unopened to the bidder.
- 18 A two-stage procedure will be adopted in evaluating the proposals, with the technical evaluation being completed prior to any financial proposals being opened and compared.
- 19 Technical proposals will be evaluated using the following Criteria:
 - a) the firm's general experience in the field of the assignment based on the information provided in Annexe E1 (40 points);
 - b) the adequacy of the proposed methodology and work plan and approach in responding to the TOR based on the information provided in Annexes E3 and E4 (40 points); and
 - c) the qualifications and competence of the personnel proposed for the assignment based on the curricula vitae (CV) for the personnel listed in Appendix C (20 points).

CV's for the personnel listed in Appendix C should be included with the Consultant's proposal in the format of the sample CV attached as Annexe E2. These personnel will be rated in accordance with :

- a) their general qualifications (10 points);
 - b) specific experience in the field of the assignment (40 points);
 - c) adequacy for the assignment (40 points);
 - d) languages and middle east experience (10 points)
- 20 Price will be taken into account in the following manner. proposals will be evaluated on technical grounds and will be ranked on a scale of 1 to 100. The price envelopes of the proposal with the highest ranking and all other proposals within 10 percentage points of the first will be opened. The financial proposal will be evaluated as follows: the proposal with the lowest price ("X") will get 100 points; and the other proposal prices ("Y") will get points computed according to $X/Y \times 100$.

- 21 CDR will open the proposals in the presence of the consultants' representatives who choose to attend at the time and place for submission of proposals.
- 22 The combined score for each proposal will be arrived at as follows: the points for the Technical Proposal will receive a weighting of 70 percent while the points for the Financial Proposal will receive a weighting of 30 percent. The resultant highest evaluated consultant will be invited for contract negotiations. In such a case, your fully authorised representative should be prepared to commence discussions with CDR in Beirut, within 7 (seven) days of such a notice. Failure of the selected consultant to commence negotiations within the time specified by CDR may result in the withdrawal of the invitation. If agreement is not reached during the contract discussions, the discussions with the consultant will be terminated and new discussions may be initiated with the consultant obtaining the second highest combined score.
- 23 CDR is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, CDR does not bind itself in any way to select the consultancy firm offering the lowest price. CDR is under no obligation to inform any bidder of the grounds for CDR's actions.
- 24 At anytime during bidding evaluation, a bidder can be excluded from the bidding process if he commits any crime covered by the Anti-Corruption Laws, or if he offers, gives or agree to give, directly or indirectly, to any officer or employee of the CDR or other governmental authority a gratuity in any form, as to influence an act or a decision.
- 25 Abnormally low bid. An abnormally low bid is one where the Bid price, appears unreasonably Low to the extent the bid price raises concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price. The Employer shall seek, written clarification from the Bidder, including a detailed price analysis of the Bidder's price.
- 26 Prior to the expiration of the period of bid validity, the Employer shall publish the Notification of Intention to Award to the successful bidder on the Public Procurement Authority page www.ppa.gov.lb
The Notification of Intention to Award shall contain the following information:
- a- the name and address of the bidder who presented the proposal;
 - b- the bid price of the successful proposal;
 - c- the expiry of the standstill period.
- and instructions on how to request a debriefing and/or submit a complaint during the standstill period.
- 27 Standstill Period. The Contract shall not be awarded earlier than the expiry of the standstill period. The standstill period shall be 10 business days unless extended. The Standstill Period commences on the day after the date the client has published his intentions to award. Upon expiry of the Standstill Period, and upon satisfactorily addressing any complaint that has been filed with the Standstill Period, the client shall, send a request to the successful bidder to sign the draft negotiated Contract within 15 Business days from the receipt of such notification.
- 28 Any interested party may submit a request for review of any decision or action taken by the contracting authority in the context of procurement procedures. However, review requests shall be submitted exclusively to the Grievances Committee as stipulated in the sixth chapter of this Public Procurement Authority Law No. 244 Dated 29/7/2021. A written request for review shall be submitted to the Grievances Committee within the following timeframes:

- a. Before the deadline for submitting bids, if the request relates to the conditions of the invitation.
 - b. Within the standstill period of **10 working days**, starting from the date the winning bidder is notified (as defined by the standstill period under Article 24, paragraph 2 of this law), if the request relates to decisions or actions taken by the contracting authority in procurement procedures. This period applies even if no standstill period is enforced, provided that it occurs before the contract is signed or an emergency procurement agreement is concluded.
- 29 Within 15 days after being called by the Client for Contract signature, the successful Bidder shall sign the Form of Agreement at Employer's office. The Employer representative shall sign the Contract within 15 Business days from the date of signature of the successful Bidder and promptly notify it to the successful bidder.

Enclosures: Draft Contract with Appendices

CONTRACT FOR CONSULTANT'S SERVICES

**Assessment, Prioritization and Detailed Design
Of Beirut City Services Upgrading Project
Phase 3**

CDR Contract No.

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

.....
Notification Date:

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APPENDIX I:	Technical Information to be submitted by Consultant Representations

CONTRACT FOR CONSULTANT'S SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the _____ day of the month of , 2026,

between,

Council for Development and Reconstruction (CDR) of the Republic of Lebanon (hereinafter called "the Client")

and,

(hereinafter called the "Consultant").

WHEREAS

- A. The Client intends to carry out a project for Consulting Services for The Assessment, Prioritization and Detailed Design of Beirut City Services Upgrading Project – Phase 3, (hereinafter called the "Project").
- B. According to CDR Board of Directors' decision no. ____/____/A dated __/__/____ the Client has requested the Consultant to provide certain consulting services required for the Project, as defined in Appendix A and against remuneration as set out in Appendix C.
- C. The Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings;

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Lebanon.
- b. Not used
- c. "Contract" means this Contract between the Client and the Consultant;
- d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- e. "foreign currency" means any currency other than the currency of the Republic of Lebanon;
- f. "Government" means the Government of the Republic of Lebanon;
- g. "Local currency" means the currency of the Republic of Lebanon;
- h. "Personnel" means persons hired by the Consultant or by any Sub consultants as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Republic of Lebanon and "local personnel" means such persons who at the time of being so hired had their domicile inside the Republic of Lebanon;
- i. "Party" means the Client or the Consultant, as the case may be;
- j. "Project" means the project as described in Appendix A hereto, for which the Consultant is expected to provide the Services;
- k. "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- l. "Starting Date" means the date referred to in Clause 2.3 hereof;
- m. "Sub consultants" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter; and
- n. "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

The meaning and interpretation of this Contract shall be governed by the laws of the Republic of Lebanon.

1.4 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit or alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or confirmed facsimile to such Party at the following address:

For the Client: COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION
 Tallet El-Serail - P O Box 116-5351
 Beirut Central District - Lebanon
 Attention: The President of CDR
 Telephone: (*961)-1-981431/2/3
 Facsimile :(*961)-1-981252/3

For the Consultant: _____
 Attention:
 Telephone:
 Facsimile:

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery; and
- (b) in the case of facsimiles, twenty-four (24) hours following confirmed transmission.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations as the Client may approve.

1.8 Joint Ventures

Not Applicable.

1.9 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (i) on behalf of the Client by the President of CDR or his designated representative;
- (ii) on behalf of the Consultant by Mr. _____ or his designated representative.

1.10 Taxes and Duties

The Consultant shall pay all taxes, duties and charges imposed on them under the Laws of the Republic of Lebanon.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") when the following conditions have been met:

- (a) The Contract has been approved by the Board of Directors of the Client.
- (b) The Contract has been signed by both parties and notified to the Consultant.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within three (3) months of the date of signing by the Consultant, either Party may, by not less than thirty (30) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Contact Period and Commencement of Services

The Consultant shall carry out the Services for a period of (12) weeks starting from the "Starting Date" which is the "Effective Date"

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof this Contract shall be completed when pursuant to the provisions hereof the Services have been completed and accepted by the Client and the payments of remuneration and reimbursable expenditures have been made.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war (whether declared or not), riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the

Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Suspension of Contractual Obligations

During the period of Force Majeure, the obligations of each party under this Contract shall be suspended until the situation of Force Majeure has ceased to exist or the Contract has been terminated in accordance with Clause 2.9.1 (e).

2.7.6 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult together with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Payments

The Client has the right, by written notice of suspension to the Consultant, to suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to

remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client has the right to terminate this contract by giving not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1:

- (a) if the Consultant fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fails to comply with any final decision reached as a result of legal proceedings pursuant to Clause 8 hereof;
- (d) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client which the Consultant knows to be false.
- (e) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant has the right to terminate this contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 2.9.2:

- (a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any decision reached as a result of legal proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall remunerate the Consultant for the Services satisfactorily performed prior to the effective date of termination;

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to jurisdiction pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting judicial award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognised by international professional bodies, and shall observe sound management, and technical engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all necessary steps to ensure that any Subconsultants, as well as the Personnel and agents of the Consultant and any Sub consultants, comply with the Applicable Law.

3.1.3 Bank Secrecy

As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministers no. 4 dated 28/4/2020, the Consultant agree to lift banking secrecy over the bank account used to deposit or transfer public funds related to his Contract.

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with the Contract or the Services and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

Not Applicable.

3.2.3 Consultant and Affiliates not to be otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for the Project.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Lebanon which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

The Consultant, Sub consultants and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultant

The Consultant shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of their default in such performance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant, its Sub consultants or the Personnel of either of them; and
- (b) the Consultant shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

3.5 Indemnification of the Client by the Consultant

The Consultant shall keep the Client, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant or their Sub consultants, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain at their own cost, insurance against the risks set forth below:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Lebanon by the Consultant or their Personnel or any Subconsultants or their Personnel;
- (b) Third Party liability insurance;
- (c) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

3.7 Consultant's Actions requiring Client's prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing Personnel (other than the Personnel mentioned in Appendix B) to carry out any part of the Services in Lebanon, including the terms and conditions of such appointment;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

- a) The Consultant shall submit to the Client the reports and documents specified in the Appendix A hereto, in the form, in the numbers and within the time periods set forth in said Appendix.
- b) The Consultant shall present, with the Final Tender Documents a CD-ROM containing all conducted survey, data and design information related to the project covered under this Contract using Geographic Information System (GIS) according to the "GIS Requirements" included in Appendix A. the version presented should not be older than ArcGIS 8.

3.9 Documents prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents (including computer disks thereof) to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel are described in Appendix B.

4.3 Working Hours, Overtime, Leave, etc.

Not Applicable.

4.4 Removal and/or Replacement of Personnel

- (a) Not Applicable.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.5 Project Manager

The Consultant shall ensure that at all times during the Consultant's performance of the Services in Lebanon a resident manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance

The Client shall use his best efforts to facilitate the issue by the Government of documents and permits which are necessary for the prompt and effective implementation of the Services.

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Republic of Lebanon in respect of which access is required for the performance of the Services.

5.3 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6. CONTRACT PRICE AND PAYMENTS

6.1 Contract price

The price of the Services to be executed under this Contract amounts to the sum of U.S. \$....., (VAT NOT APPLICABLE ACCORDING TO TERMS OF THE NO. 379 DATED 14/12/2001).

6.2 Variations

Not Applicable.

6.3 Securities

6.3.1 Performance Security

The Consultant shall provide the Client with a Performance Security of 10 % of the price of the Contract as referred to in Clause 6.1 in the form of a bank guarantee to be submitted within fifteen (10) days following the "effective date". A specimen of the required bank guarantee for good performance of the Contract is attached hereto as Appendix D.

This guarantee shall be finally released to the Consultant upon Final Acceptance of the Services (*excluding Assistance during Tendering*) by the Client according to Clause 6.5.4.

6.3.2 Retention Money

A retention amounting to 10% percent of the amounts due to the Consultant shall be made by the Client from each payment (except the advance payment). The retention money shall be paid by

the Client upon Final Acceptance of the Services (*excluding Assistance during Tendering*) by the Client according to Clause 6.5.4.

6.3.3 Penalties

If the Consultant fails to submit to the Client the deliverable reports, drawings and /or other services as defined in the time schedule mentioned in appendix C, the Client shall have the right to impose penalty on the Consultant at a daily rate of 0.2% of the price of the delayed part of the Services. The penalties shall be limited to a cumulative amount of 10% of the total contract price. In case of the delay would exceed a period of 50 days the Client shall have the right to terminate the contract for default of the consultant in accordance with clause 2.9.1 above.

Concerning the Consultant mission related to assistance during tendering, the president of the Client's evaluation committee shall, after bid opening, notify the consultant the contractual period needed to review the opened bids and submit the relevant reports for each stage (if any) to the Client.

The Consultant shall abide with the above-mentioned period, subject to impose in case of delay, a penalty on the Consultant at a daily rate of 0.2% of contract's amount. In case the delay would exceed a 10% of contract's amount the Client shall have the right to terminate the contract for default of the Consultant in accordance with clause 2.9.1 above.

6.4 Valuation of Currencies

Not Applicable.

6.5 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- 6.5.1** Within 60 days after the Effective Date and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultant an advance payment of 10% of the amount mentioned in Clause 6.1. The advance payment will be set off by the Client by percentage deduction of 205 from each payment (except the advance payment) until the advance payment has been fully set off. The bank guarantee shall be issued by a bank acceptable to the Client and shall remain effective until the advance payment has been completely set off as provided above. The bank guarantee shall be in a form as specified in Appendix E hereto.
- 6.5.2** The Consultants' fees for the services shall be paid in stages corresponding to the program of works, as defined by the payment schedule specified in Appendix C.
- 6.5.3** The Client shall cause the payment of the Consultant's statements within sixty (60) days of the receipt by the Client of such statements with supporting documents. Only such portion of the statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorised to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments
- 6.5.4** The Services shall be deemed completed, Provisionally and Finally Accepted at the same time by the Client, and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period , gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant

to the Client within thirty (30) days after receipt by the Consultant of Notice thereof. Any such claim by the Client or reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

7. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

8.2 Jurisdiction

In the event the Parties should be unable to arrive at an amicable settlement, the dispute shall be submitted to the competent Courts of the Republic of Lebanon.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE CLIENT

FOR AND ON BEHALF OF THE CONSULTANT

COUNCIL FOR DEVELOPMENT AND
RECONSTRUCTION

President

Authorized Representative

Appendix A

**Consultancy terms of reference for
Assessment, Prioritization
and Detailed Design
of Beirut City Services Upgrading Project**

Phase 3

May 2026

Appendix A
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APPENDIX A

CONSULTANCY SERVICES FOR THE ASSESSMENT, PRIORITIZATION AND DETAILED DESIGN of BEIRUT CITY SERVICES UPGRADING PROJECT

PHASE 3

Section 1.1 INTRODUCTION

1) Background

During the last two decades, several quarters of Beirut City have suffered from the absence of adequate infrastructure, which has led to severe problems of surcharge and flooding- of both drainage and sewerage networks, and lack of proper potable water distribution in the areas concerned. This, in turn, had an impact on the public health and also on the traffic and the quality of roads in the area.

Moreover, the existing old utilities do not ensure proper services to the increasing population and housing densities.

Given that the existing utilities and public facilities and services are either below standards or absent, the aim of this project is to carry out the required studies and supervision services for the rehabilitation and upgrading of the infrastructure and public facilities in the study area. This work will include the renovation of the existing utilities and public facilities and services.

While a sizable part of inadequacy is due to the direct impact of the civil war that the country endured, a good portion can be associated with the accumulated effects of the total disruption of normal life and the cessation of capital investment for replacement or system upgrading. Furthermore, inadequate maintenance due to the shortage of funds, personnel, spare parts and equipment has added to the extent of deterioration.

2) Project Description

The project scope includes assessment, prioritization and design for the rehabilitation of roads and streets, and the rehabilitation / upgrading of the underground and surface utilities in Municipal Beirut, taking into account the flow separation and the introduction of a new independent stormwater network. Annex A provides general information and data available on the project.

The project works include, but not limited, to roads which were previously designed by the Consultant Khatib & Alami and Tendered to contractors, but were cancelled prior to start of construction (Lot 1 & Lot II of Phase III Beirut City Services Upgrading Project). The design of the roads in those two Lots are to be updated (refer to annex A), after assessment and coordination with Beirut Municipality.

The project area covers the south-western sector of Beirut City, as a part of the so called "the Ghadir Natural Water Basin or Shed". In this basin, water theoretically flows by gravity towards the lowest area situated at the Ghadir Treatment Plant vicinity, located about 4 kms south from Beirut. The surface area is about 5 km² and is populated by approximately 150.000 residents. The flow separation of combined sewer/storm networks in roads and streets (secondary and tertiary) is to be separated by introduction of independent stormwater networks,

Section 1.2 CONSULTANT'S SERVICES

1) Objective

The objective of this assignment is to provide all consulting services necessary for the upgrading of the utilities in the project area in municipal Beirut. The Consultant shall act as the engineer for the overview, survey and evaluation, detailed final design, preparation of tender documents as is described in these T.O. R.

The Consultant shall act in full cooperation with other Consultants covering other areas within Greater Beirut, in the program for rehabilitation and expansion of Lebanon's infrastructure.

2) Scope of Consultant's Services

2.1 General

The Services to be furnished by the Consultant cover the Engineering Studies, preparation of tender documents, assistance to the client during the tender. They shall include, but are not limited to the following:

- Overview and data collection, detailed reconnaissance survey and assessment of existing situation;
- Drafting of the preliminary report;
- Propose design criteria;
- Proposing a prioritization program;
- Detailed final designs;
- Preparation of Tender Documents;
- Planning and project management;
- Assistance to the Client in tendering & contracts award process

The Consultant shall respect the recommendations of "The Environmental Program for the Mediterranean" issued by the World Bank and the European Investment Bank.

All submissions shall be made in accordance with the Management Procedures for Submissions from Consultants issued by the Sector Implementation Unit SIU. The Consultant shall operate a Quality Management System in accordance with ISO 9000 series and SIU Management Procedure - Quality Assurance for Consultants (or similar approved) and shall permit and give all require assistance to the Employer to audit the operation of the system.

2.2 Reporting

The Consultant shall submit reports in accordance with the "Management Procedures - Submissions from Consultants" issued by SIU. These submissions include:

- Work Plan and Budget,
- Program of Work
- Quality Plan
- Design reports
- Monthly progress reports

2.2.1 General requirements

2.2.1.1 Preparation of Detailed Program

The Consultant shall prepare and submit for approval a detailed work plan, including his methodology for ensuring the quality of the works, and including a computerized program of all activities and resources for the execution of the work included in this contract. The Consultant's plan and program shall include all activities that interface or otherwise relate to work being done by other involved parties, including submittal dates for the various documents, appropriate periods for review etc.

The program should be prepared using project management software such as "Primavera" or similar compatible software and shall be regularly updated throughout the period of the contract.

The initial work plan and program shall be submitted within the first one week after instruction to start work and the definitive work plan taking account of any modifications required shall be completed within two weeks of comment by the Client.

2.2.1.2 Progress Monitoring

The Consultant shall monitor his work to make progress on a monthly basis and to ensure that the program is maintained by means of, but not limited to, the following activities:

- Review production of drawings and documents against the baseline programme, monitoring staff inputs on a weekly basis,
- Identify and advise the Client of any changes in the scope of work which may have a bearing on progress and costs,

- Prepare and maintain progress programs for use in monitoring and reporting progress,
- Analyze variations of progress from the baseline program,
- If and when progress falls behind program, develop appropriate modifications to programs and/or working methods to recover the original program.

2.2.1.3 Coordination

The Consultant shall organize coordination meetings on a regular basis and as necessary. The Consultant shall report to all concerned representatives.

2.2.1.4 Preparation of Reports

The Consultant shall prepare all necessary reports for progress and record purposes. Reports should be clear and concise and in accordance with the intent of the Management Procedures. Care shall be taken to ensure that each monthly report gives an explanation for any variances in progress and cost and proposed actions to bring them back on track. The preparation of reports shall include, but shall not be limited to, the following activities:

- Prepare and agree with the Client appropriate formats and review these formats, if required, as work proceeds;
- Undertake correct and timely distribution of reports;
- Prepare minutes of coordination meetings which shall be distributed within three days following the meeting;
- Monthly progress reports are standardized for all consultants to allow their incorporation in a single document grouping all water supply and wastewater components to be submitted to CDR and funding agencies. The Consultant shall follow these standardized formats;
- Monthly progress reporting will use the "earned value" technique requiring the provision of an earned value analysis with an "S" curve and a tabular cash flow report. Monthly progress reports shall be submitted to the Client within 7 days from the end of each month.
- On submission of tender documents, the Consultant shall submit a final design report defining the proposed works in the contract, the level of service anticipated on completion of construction and full details of how he proposes that the systems will be operated.
- All drawings, plans and the like shall be submitted in hard copy and in electronic format such as the latest version of Autocad or other software that is fully compatible with the

latest version of the GIS software Arc view. In addition, all reports shall be submitted in hard copy and in electronic format, especially the latest version of MS word.

2.2.1.5 Consultant's staff

The Consultant shall employ such staff as may be necessary to fulfill his obligations under the agreement. The Consultant shall make his own assessment of the staff necessary to fulfill his obligations. No key staff shall be mobilized until the Consultant has received written approval for each member of staff.

2.2.1.6 Consultant's facilities

The Consultant shall provide all offices required for his staff. He should provide and maintain all telephones and other services. He shall furnish and equip the office and shall provide all consumables and stationery. The Consultant shall provide all transport, surveying equipment and other tools needed to carry out his duties.

Section 1.3 CONSULTANT'S WORK TASK

1) Engineering Services

The duties of the Consultants shall include but shall not be limited to the following:

1.1 Evaluation of Existing Situation, Suggestion of Upgrading Program

1.1.1 General

The Consultants shall review all existing studies and reports including the damage assessment reports and evaluate the present condition of the infrastructural networks and public facilities and services (roads, stormwater, sewerage, water supply, street lighting...) and identify data gaps and carry out surveys to supplement the information available from earlier studies.-The Consultants shall also acquaint themselves with any ongoing or proposed studies and programs supported by the Government or bilateral cooperation agencies in order to coordinate with them.

The Consultant shall carry out an evaluation of the survey findings and also the identification of areas where renovation, replacement and upgrading will be required.

The Consultants shall define the various project components and prioritize the works under consideration according to the most urgent needs. They shall also elaborate the implementation schedules allowing sufficient flexibility to match Governmental decision and to follow the financing availability.

The Consultants shall define and conduct all necessary complementary site investigations such as topographical surveys, soil, investigations, network analysis and others and agree with the Client prior to initiation.

The Consultants shall perform both technical and financial analyses in order to justify the various defined projects.

The Consultant shall submit a preliminary design report which will include, among others, the results of his findings on the above.

1.1.2 Specific Work Items

a- AVAILABLE DATA COLLECTION & DETAILED RECONNAISSANCE & SURVEY

An initial study of all available information and data relating to the Project area shall be carried out. This shall include existing and planned dry and wet utilities, recent improvements carried out on the roads and streets and all information that can be made available. Sources of information shall include the Client, other governmental authorities and the Municipality of Beirut, and all information available from previous and ongoing studies.

A detailed engineering survey and reconnaissance of the Project area shall be carried out to identify and evaluate existing utilities and site constraints, develop options for the constraints and identify appropriate alternatives for further detailed study and design.

During the survey and reconnaissance, comprehensive inventory of transverse and longitudinal drainage and sewer systems shall be made. The relationship between damages observed in the pavement and drainage deficiencies shall be analyzed and recommendations formulated for rehabilitation works.

The Consultant shall undertake detailed field inspection and survey of the Project area. This shall include:

- evaluation of the existing conditions
- physical & condition survey and evaluation of the nature of pavement
- capacities of existing drainage structures
- inspection & characteristics identification of the existing sewer and drainage system and flows
- improvements required on the potable water, drainage & sewer systems
- investigation and evaluation of the condition of existing roadway and street structures
- evaluation of the condition of the existing street lighting, landscapes and public gardens

b- TOPOGRAPHIC SURVEY & ROAD LINE DIAGRAM

A topographic survey of the project roads shall be carried out for the production of necessary mapping at 1/1000 scale. This shall include:

Establishment of a control network of inter-visible reference markers (traverse). Each marker shall be precisely surveyed, levelled and tied to the national grid and datum.

Cross-Sections covering the existing road, existing structures and topographic features. In all locations where junctions, drainage crossings or geometry improvements are anticipated, the survey shall be extended to pick up the necessary additional details.

Generation of digital mapping and on standard sheets at scale 1/1000 which shall be used as base maps for the design.

c- PAVEMENT EVALUATION STUDIES

The Consultant shall carry out investigations, data collection and tests as necessary to provide information required for detailed design. A comprehensive program of soil and pavement testing shall be carried out. The program shall consist of test pits excavated along the road to obtain information on the pavement structure composition, its thickness and condition. If necessary, laboratory testing shall be carried out on the samples collected, this to include sieve analysis, assessment of Optimum Proctor Compaction, and soaked CBR.

The Consultant shall carry out any additional information or testing required for the evaluation of the pavement, bases, sub-grade etc..

1.1.3 Preliminary Report

The Consultant shall prepare and submit to the Client the results of his findings in a Preliminary Report including all preliminary designs, alternatives and recommendations concerning the most optimal solution for each component and the supporting reasons for such recommendations.

The Consultant shall investigate the existing environmental conditions regarding ground water and surface water. All sources of pollution of inland water resources shall be identified in terms of location, source and type of pollution.

The location and nature of unsatisfactory environmental conditions shall be identified. Such unsatisfactory conditions shall relate to:

- areas that are visually offensive;
- areas where a health risk is created (pollution of water sources);
- any other unsatisfactory conditions.

The following shall be evaluated and compared for the various alternatives considered:

- expected improvements in groundwater and river/spring water pollution for various alternative of works to be carried out.
- the environmental impact of the location of various works components and the impact on the lives of the people living in the project area both during construction and subsequent operation;
- proposals for actions to mitigate the effects of any adverse environmental impacts;

The impacts and mitigation measures shall be presented in matrix form.

Finally, the Preliminary Report shall also include proposed design criteria and standards as well as the number and content of the work packages to be produced and proposed-scale for the drawings.-

The said report shall also cover the following:

- A review summary and proposal for dividing the works into separate bidding packages for tendering purposes, and the listing of the priorities.
- Preparation of preliminary layout plans for each project component.
- Preparation of a cost estimate for works in each package.
- A modification of the work phasing and implementation schedule, if necessary
- Proposal of design criteria and standards to be adhered to in the final design.
- Proposal of scales to be used on the different type of drawings.

1.2 Final Design

Upon the Client's approval of the Preliminary Report, the Consultant shall proceed with the preparation of the final detailed designs, engineering drawings and tender documents for the components of the project, as per agreed bidding packages and priorities, and as instructed by the Client. The consultant shall also take into account safe working requirements and the accordance with internationally recognized best practice. The Consultant shall also take into consideration in the final design, the introduction of uniform equipment and material suitable for commercial and touristic areas or localities.

1.2.1 Road / Street Improvement Design

Existing cross section, widening and alignment improvement shall be checked.

Design criteria to be used for the different sections of this project should be presented to and approved by the Client prior to commencement of the design.

Horizontal and vertical alignments shall be studied and any improvements shall be presented and discussed with the Client. The survey data shall be used as a base for this geometric study which shall take into account traffic safety, construction economy, expropriation requirements, utility diversions / relocation and drainage requirements.

The junctions shall be studied taking into account turning traffic and through traffic and the space available, to identify and develop the optimum solution.

Miscellaneous details shall also be prepared including typical road/street cross sections, pavement details, super-elevation application, safety barriers, road marking and signs details and channelization details.

1.2.2 Pavement Design

Based on the estimated traffic data, percentage of heavy goods vehicles and axle loading and on the results of the soil and pavement evaluation, the Consultant shall develop the design for

strengthening / reconstruction of the pavement for the various roads and main streets. The design should consider the various methods for pavement strengthening and reconstruction such as "AASHTO", Asphalt Institute and the Analytical Mechanistic (stress - strain analysis) approaches. A rationalization of the pavement cross-section shall be made in order to minimize the number of pavement structural designs.

1.2.3 Structural Design

Structures drawings shall be prepared for structures, concrete ditches and barriers. This shall include general arrangement, dimensions, elevations, type of finish, reinforcement details, foundation details, construction and expansion joints, protections and all other details required for the construction of these structures.

1.2.4 Drainage, Sewer & Potable Water Design

The types, location, size and invert levels of existing cross / longitudinal potable water, drainage and sewer structures shall be surveyed, and their condition shall be assessed during the reconnaissance and data collection phase.

The Consultant shall evaluate the existing structures and study the requirements of replacing/adding facilities.

The structures shall be shown on the plan, profile drawings, and shall be supported by the necessary standard details.

1.2.5 Street Lighting Design

The types, location, size of existing electrical lighting poles shall be surveyed, and their condition shall be assessed during the reconnaissance and data collection phase.

The Consultant shall identify, in close co-ordination with the Client, the sections that require street lighting. Once these locations are identified, the Consultant shall carry out the design related to the electrical civil works, installations and lighting.

The layout of the electrical works shall be presented on the plan supported by typical details of pole foundation, cable laying, feeder pillars, etc.

1.2.6 Signing and Road Safety

The Consultant shall prepare a scheme for road safety comprising road signing, marking and safety barriers.

The signing and road safety devices shall be shown on the plan. All existing signs have to be reflected on the plans together with the required remedial works.

Typical details shall be prepared for all signs (regulatory, warning and inforamatory) and sign supports, including their sizes and types using current local standards. Similarly, details shall

be prepared for road marking showing dimensions, types and pattern of road paint lines and symbols. Also, details of road safety barriers shall be prepared.

Signing and road safety related to the construction activity should also be identified along with the traffic circulation plans for the various construction stages.

1.2.7 Landscaping

Landscape design shall be prepared for the road sections requested by the Client. This shall include medians, rotaries, open public spaces adjacent to the road, barrier zones between the road and road side development, etc...

The design shall consist of detailed layout plans showing the location and arrangement of hard and soft landscaping, supported by typical cross-sections and details of landscaping features. The design drawings shall be accompanied by schedules and specifications for planting, establishment and maintenance of soft landscaping.

1.2.8 Existing Utilities

Utility data collected from site surveys and from the relevant authorities shall be reviewed, and measures for the relocation and/or protection of underground utilities shall be discussed and agreed in principle with each concerned authority.

Standard drawings for relocations and protection operations shall be obtained from the utility authorities along with specifications and method statement.

In case these documents are not available at the utilities authorities, the Consultant shall discuss and agree with the concerned utilities authorities on the procedures of installing new underground utilities and relocation of existing utilities, and prepare the necessary drawings and specifications.

It is expected that the relocation of some existing underground utility lines shall not be established during the design phase, because of incompatible records or lack of surface evidence. Estimates of these "unknown" lines shall be agreed with the relevant authorities and shall be incorporated in the bill of quantities if relocation/protection is required. The precise identification of these lines and the configuration of the "known" lines shall take place during the early construction stage, using trial trenches.

2) Tender Documents

The consultant shall prepare construction and contract documents for each package of the project, where the conditions of contract shall be FIDIC modified to include CDR requirements. The final tender documents for each package of works shall be submitted in fifteen (15) copies or more together with one unbound copy and a soft copy on CD-ROM.

The tender documents for each package shall comprise the followin- items:

- Invitation to Tender

- Instructions to Tenderers
- Form of Tender and Appendices
- Form of Tender Guarantee
- Form of performance Guarantee
- General & Special Conditions of Contract
- Specifications & Particulars
- Bills of Quantities & Preambles
- Schedules of basic Rates and Day-Works
- Construction Drawings (standard size no larger than A1).

3) Assistance to the Client During Tender & Contract Award

The Consultant shall assist the Client in:

Answering the bidders should they request any clarifications about works or bidding procedures and scheduling and organizing site visits;

Analyzing the tenders submitted by the potential bidders whenever required;

Assisting the Client in the post qualification of contractors, bid evaluation and contract initiating whenever required.

4) Additional Consultant's Responsibilities

4.1 Local Design Office

The Consultant shall establish and maintain for the duration of the project, an office in Lebanon that provides engineering and administrative services. It is also required that all specialized design will be executed in Lebanon.

4.2 Accommodation, Transport and Other Facilities

All accommodation, for Consultant staff, transport, laboratory facilities, utilities, etc... for the duration of the assignment shall be provided by the Consultant.

5) Duration of the Services

~~THE CONSULTANT SHALL COMPLETE THE SERVICES OF THE CONTRACT WITHIN A PERIOD OF 12 WEEKS FROM THE NOTIFICATION DATE (EXCLUDING THE TIME FOR APPROVAL OF PRIORITIES BY THE CLIENT).~~

Annex A

Information on the project

The tasks shall comprise the Assessment, prioritization and detailed design of Beirut City Services Upgrading Project, **but not limited**, for the following roads and streets, and other roads requested by Beirut Municipality (subject to technical feasibility):

LOT 1 (6.6Km)			
Phase III-Package 1- Contract 1	Length (m)	Phase III-Package 2- Contract 1	Length (m)
Al Arz-Pasteur Street	1280	Damascus Road	2340
		Borj Abi Hayddar-Ahmad Tabara	1020
		Omar Ibn El Khattab	1100
		Abdel-Ghani Arayssi	850

LOT 2 (8.4Km)	
	Length (m)
Bliss	1500
Clemenceau	1000
Bahrein-Venus-ElQalaa-Emile Eddy	1700
Beni Maarouf-Khaled Ibn El Walid-Takey Eddine Es-Solh-El Hussein	2365
Graham	155
John Kennedy-Omar Daouk	700
Phoenicia	445
Bayard Dodge	180
Al Ahram	350

- Flow separation of combined sewer/storm networks in roads and streets (secondary and tertiary) in the Ghadeer Basin of Beirut City by introduction of independent storm networks.
- Separation of sewer networks from existing Stormwater box culverts and networks.
- Sewer networks upgrading in Joseph Chader, Hamad, Sabra, Phoenicia, Mina al Hosn, Fakher-eddin, Boustani, Armenia, Pasteur and al arz streets.
- Sewer networks upgrading in Ramlet al Baida, watta al musaitbeh, Aysha Bakkar, Fiat Bridge, Zakak al Balat, Ras al Nabba, Noor Hagen areas.
- Solving storm water floods in Sasseen square, stairs in Achrafieh ,Remeil and Medawer areas.

ANNEX A1

“GIS” REQUIREMENTS

1. PURPOSE

The purpose of these standards and guidelines is to promote the compatibility and interchange of digital GIS spatial data among the CDR Consultants, Contractors and Subcontractors. These standards are important to convert the designed and as-built projects' spatial and tabular data (raster or digital format) into GIS format, in a way that will minimize the extensive clean up and adjustment of data and maximize the simplicity of the conversion.

2. DELIVERABLE FORMATS

For spatial data to be accepted, it is to be presented in one of the following GIS formats: (i) shapefiles, or (ii) coverages.

If data is in CAD format, it can be easily converted into GIS format. This is explained in section 4.

All presented GIS data is to conform to the specifications defined in sections 4.5 (topology) and 4.9 (tiling / edgematching)

3. DEFINITIONS

3.1 Geographic Information System (GIS)

GIS is considered as a tool for managing business information. It is a system of layers backed up with a database in which different types of information is stored, enabling the user to better understand and evaluate data by creating graphic displays and maps. It is a technology that can be used by itself for relating data and information to help in decision-making, situation analysis and problem solving.

3.2 Computer-Aided Design (CAD)

CAD is an accepted tool for producing the documentation required for construction and management of facilities. It also provides for a common medium of information exchange. In fact, the true power and potential of CAD is the ability to share and re-use the information contained within the CAD document.

3.3 Shapefile

Shapefile is a vector format of data for storing the location, shape, and attributes of geographic features. A Shapefile is stored in a set of 3 main related files (.shx, .shp, .dbf) and contains one feature class.

3.4 Coverage

Coverage is a file-based vector format of data for storing the location, shape, and attributes of geographic features. A coverage usually represents a single theme such as soils, streams,

roads, or land use. It is one of the primary vector data storage formats for ArcInfo. A coverage stores geographic features as primary features (such as arcs, nodes, polygons, and label points) and secondary features (such as tics, map extent, links, and annotation). Associated feature attribute tables describe and store attributes of the geographic features.

3.5 Database Design

Database design is a critical process that requires planning and revision until one reaches a design that meets requirements and performs well.

Fields or items must be created by defining their type and width.

4. SPECIFICATIONS AND GUIDELINES FOR PRODUCING GIS DATA.

4.1 GIS Layers and Features Spatial Shapes

The GIS geographic features should be organized in GIS layers in a way that preserves the high performance and analysis capabilities of GIS.

GIS layer references geographic data stored in a data source, such as a coverage or shapefile, and defines how to display it.

So, a GIS layer is a collection of similar geographic features such as rivers, lakes, countries, or cities in a particular area or place referenced together for display on a map. For example cities and elevation spots are both represented by point shape, but they represent also two different types of data. So, each of these types must be in a separate GIS layer that has its own related attributes.

Geographic features should be represented in GIS layer in a way that uses one of the three basic shapes:

- 1- Point: is a single x,y coordinate pair that represents a single geographic feature such as a telephone pole or city point.
- 2- Polyline: is a two-dimensional feature representing a line containing one or more line segments that is any line defined by three or more points. Line features such as roads, streams and streets are usually polylines.
- 3- Polygon: is a two-dimensional feature representing an area such as a parcel, building footprint, agricultural area ...etc.

4.2 GIS Dataset

Dataset is a nonphysical term that might be a collection of layers that have the same data category, such as land base dataset, which is composed of various layers such as parcels, street centerline, building footprint and others.

4.3 Methods to Create GIS Layers

Two methods are used to create GIS layers:

- 1- Create layers from scratch using a GIS application.
- 2- Converting layers from any CAD format.

4.4 Attribute Table

Attribute table is a database component that contains a series of rows and columns or fields, where each row, or record, represents a geographic feature such as a parcel, power pole, highway, or lake, and each column, or field, describes a particular attribute of the feature such as its length, depth and cost. Attribute data are stored in a database for example, INFO for coverages, dBASE for shapefiles. Creating attribute data should respect the following:

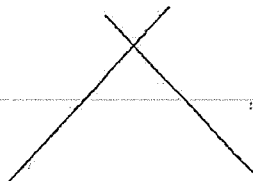
- 1- Attribute data in a GIS database are often abbreviated, coded, or unformatted. In order to make it easy for map-readers to understand the data, one should reformat it, provide aliases, or filter the data before including in the map.
- 2- Attribute data that represent specific kinds of information, such as currency or dates, should be formatted so that map-readers will implicitly know what kind of information they are reading.
- 3- Fields should be created for each layer to reflect the features' values and to meet the database requirements.
- 4- Fields should be defined by width and type to simplify and avoid errors during the data entry.
- 5- Fields' width should be as narrow as possible in order to ensure efficient processing and storage.
- 6- Each field should contain values for a single attribute, i.e. no empty records.

4.5 Topology

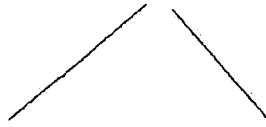
4.5.1 Connectivity

“Connectivity” is the keyword in topology. All graphic elements that connect visually must connect digitally. Often when the user zooms closer to the elements, errors that are not visible at larger scales start to appear: overshoots, undershoots and offsets. In GIS, the topology must be cleaned from the following various phenomena:

Overshoots



Undershoots



Gaps



Loops



In GIS system, the clean data are required to preserve the connectivity, which is one of the elements that make GIS analysis reliable. By setting snapping tolerances and priorities, one can avoid the above connectivity problems.

4.5.2 Overlapping

GIS rules specify that features must not overlap in the same layer especially in polygon shape layer. If these overlapped features were part of the data requirements, the overlapped polygons would be intersected to create new polygons for the in-between areas, unless the data were built in region coverage.

If these overlapped features were created due to snapping errors, they need to be cleaned. Features (polygons) must be adjacent and connected exactly by setting the snapping tolerances.

4.6 Symbolizing Data

Symbolizing methods and concepts are not the same in GIS and CAD systems. In CAD systems, symbols are drawn as part of the layers' features. When converting to GIS format, these symbols will create errors and affect the connectivity. In GIS, symbolizing features is a different process where features are interactively linked to predefined or customized sets of color, symbols, images and styles. Features should be, at first, drawn or digitized properly far of any cartographic operation that will be one of the next steps and that will never affect the topology and the connectivity of the data.

Polygon, Line and Point symbols are used to draw polygonal, linear and points' features respectively. Each of these symbols has symbol types called fill symbols for polygon features, line symbols for polyline features and marker symbols for point features. A Symbol type can be:

Simple - Character - Arrow - Picture - Graphic Hash - Lines - Fill - Color.

4.7 Data Capture

4.7.1 Georeferencing

If the data source is in raster format, it will be geo-referenced using ArcInfo capabilities. If the data source is in CAD digital format, then the data should be in the required real-world coordinates. If not, a geoprocessing operation should take place using AutoCAD (before conversion) or ArcInfo (before or after conversion).

When the raster is georeferenced, one should define how the data is situated in map coordinates (at least 4 points with known coordinates should be defined). This process includes assigning a coordinate system that associates the data with a specific location on earth. Georeferencing raster data allows it to be viewed, queried, and analyzed with other geographic data.

Projection specifications should be:

Projection: Stereographic.

Datum: Clarke1880

Origin Parameters: L0 = 38G, M0= 43G50

4.7.2 Digitizing, Converting and Data Entry

If the data source is in raster data format, an ArcGIS family product is to be used (e.g., ArcView, ArcEditor and ArcInfo). After Georeferencing the raster image, a set of operations needs to take place:

- a- Create a new shapefile (using ArcCatalog). A shapefile can represent only one of the three existing main shapes of spatial data (polygon, polyline and point).
- b- Create the fields defined in the database design (ArcCatalog).
- c- Start editing in ArcMap to digitize the spatial features from the georeferenced raster image and to enter the attribute data in the related fields.
- d- Set snapping environment, which is an environment that can help establish exact locations in relation to other features. Suppose a new plot feature, having a common side with an existing plot, is being created, one would want to ensure that the vertices of the new plot connect precisely to the vertices of the existing plot. The snapping environment makes this type of task accurate and easy (Arc Map).

- e- Enter the related information for each created feature in the related field using the Attribute Table (ArcMap).
- f- Save the edits (ArcMap).

If the data source is in CAD format, the predefined specifications (refer to topology paragraph) should be respected. This will make the conversion from CAD format into GIS format easier. The steps to follow are:

- a- Add the CAD files in ArcMap.
- b- Each file will appear as four shapes (polygon, polyline, points and annotation).
- c- Check the desired CAD layers that will be converted and convert them using the ArcMap commands to any GIS file format (shapefile). All these CAD layers are now one GIS layer. Repeat this operation to create new shapefiles from other checked AutoCAD layers.
- d- An AutoCAD Extension allows you to export directly from CAD format to Shapefile. If not used, CAD related data are usually lost when converted to GIS format. To restore the AutoCAD related data into the converted layers, one of the following two procedures is used:
 - (i) convert the CAD files into coverage (ArcCatalog); related tables will be created with this coverage. Relate these tables to the coverage based on a unique field created by the system and reconvert it to any GIS format (shapefile or coverage).
 - (ii) reenter these attributes in GIS.

CAD data can be converted to coverage format by using ArcCatalog.

Note: Coincident features, overshoots, slivers, undershoots and open polygons must be avoided while digitizing.

In addition to the two previous data sources, one can also add tabular data that contains geographic locations in the form of x,y coordinates (ArcMap).

x,y coordinates describe discrete locations on the earth's surface such as the location of fire hydrants in a city or the points where soil samples were collected. x,y coordinate data can be easily collected using a global positioning system (GPS) device. In order to add a table of x,y coordinates to a map, the table must contain two fields: one for the x-coordinate and one for the y-coordinate. The values in the fields may represent any coordinate system and units such as latitude and longitude or meters.

Once the data is added, the layer behaves like other point feature layers. The table in which this layer is defined may introduce some limitations. However, the point cannot be interactively moved on the map. The coordinate values must be changed in the table.

4.8 "GIS-ready" CAD File

In a GIS, however, the conventions of data topology must be applied. This places

restrictions on how elements may be placed in the GIS file. Failure to follow these restrictions results in errors in file processing. Therefore, to successfully translate CAD data to a GIS, the CAD data must first be structured in accordance with the conventions of data topology.

In CAD, drawing an outline of a pond may look "closed", that is it may appear to start and end at the same point. However, unless the creator of the data used appropriate tools to close it (snaps or tentative points) it may remain open. This means that in the GIS, that closed area may not appear as closed and at the end not be loaded in the GIS layer.

In AutoCAD, the closed areas should be polyline. CAD operators should make sure that closed areas that "look" closed are closed. This may be accomplished by using the snapping tools as they are drawing.

All digitized lines must be topologically structured:

- a- Crossing lines and/or line strings may not break except at an intersection (these may cross and not break).
- b- There must be no zero-length segments.
- c- A line may not back upon itself.
- d- Straight lines should be defined by the minimum number of points. Two is the minimum: the two points that represent the beginning and ending nodes. However, if the line represents pipe segments, a node should be located at the beginning and ending point of each segment.
- e- Curvilinear features should be represented by the minimum number of points needed to provide a smooth appearance when plotted.

Other specifications: Entity properties such as color and line type shall be BYLAYER. For purposes of clarity, some symbol and block properties may not be set as BYLAYER, but this should be avoided whenever possible.

Note: if attention is not paid while building the CAD drawings, extensive clean up may be required before the data can be used effectively in GIS analysis.

4.9 Tiling / Edgematching

For a number of reasons relating to file size, data management or performance, GIS and CAD users may tile areas across several files. This may serve them well, but if a feature, say a road, crosses those tiles, they will need to be "knit" together to create a single road.

To assure that the pieces can be easily brought back together, both shall be "tagged" with the same information (or ID): matching layer assignments, matching end coordinates and matching attributes.

ANNEX A2

Expropriation Procedures

مجلس الإنماء والإعمار

بيروت - لبنان

قرار رئاسة رقم ١١٤/٢٠١٢

تجديد المستندات الواجب تقديمها من قبل الاستشاريين

ان رئيس مجلس الإنماء والإعمار،
بناءً على الأحكام والقوانين المرعية الإجراء،

واستناداً لقرار مجلس الإدارة رقم ٩٠٠/٢٠١١/أ/ تاريخ ٢٠١١/١١/١٦

يقرر ما يلي:

المادة الأولى: تلغى قرارات الرئاسة رقم ٢٠١٠/١١٣ تاريخ ٢٠١٠/٨/٣١، رقم ٢٠١١/٢٥ تاريخ ٢٠١١/٢/٨ ورقم ٢٠١١/١٧٢ تاريخ ٢٠١١/٧/٦ و ٢٠١١/٣٤٦ تاريخ ٢٠١١/١٢/١٦.

المادة الثانية: بالنسبة للاستشاريين المكلفين إعداد ملفات الاستملاك

تحدد المستندات المتوجب تقديمها من قبل الاستشاريين المكلفين إعداد ملفات الاستملاك وذلك ضمن العقود و/أو ملفات التزيم وفقاً لما يلي:

- ١) خرائط مساحة للمنطقة الجاري الاستملاك في نطاقها.
- ٢) إفادات ارتفاق وتخطيط للعقارات المطلوب استملاكها بغية إنشاء أبنية أو آبار أو خزانات في نطاقها.
- ٣) إفادات عقارية للعقارات غير المصابة بالتخطيط ولكنها ملاصقة للعقارات المصابة بالتخطيط الزائدة عن الربع المجاني.
- ٤) إفادات عقارية للعقارات المصابة، على ان تجدد هذه الإفادات عند اول طلب من الإدارة ولمرة واحدة فقط، وعلى ان لا يصار الى استلام الدراسة نهائياً إلا بعد إنفاذ موجب تجديد هذه الإفادات.



مجلس الإنماء والإعمار

٥) للمسطح اللازم المحتوي على موقع وحدود العقارات أو أقسامها المطلوب إستملاكها وأرقامها مع تحديد المناطق العقارية وتأمين النسخ اللازمة قبل تصديق المرسوم، وفي حال تبين أن المساحة المصابة بالتخطيط من العقارات تتجاوز الربع المجاني فيقتضي عند ذلك لحظ أرقام وحدود العقارات المتاخمة لها وتأمين إقادات عقارية لها بغية أخذ الوحدة العقارية بعين الاعتبار.

٦) لائحة استملاك تتضمن جميع الإستملاكات المتوجبة لأجل تنفيذ المشروع، كما جميع العقارات والمنشآت المصابة وأرقامها والمنطقة العقارية الواقعة ضمنها، والمساحات المأخوذة والمساحات المتبقية، وأسماء مالكي العقارات المشمولة بالاستملاك وحصصهم، وعدد الأشجار الواقعة ضمن المساحات المطلوب استملاكها ونوعها ووصفها كما يلي:

العمر	التسمية
سنة واحدة	نصب
من ٣ الى ٧ سنوات	وسط
أكثر من سبع سنوات	كبير أو ممتاز

٧) مسطح تفصيلي للمنشآت المطلوب استملاكها بمقياس ١:١٠٠٠ يبين جميع التفاصيل الداخلية للمنشآت المطلوب استملاكها كالأبنية والخزانات والبرك والتساوين والآبار والفسحات المكسية بالباطون أو البلاط أو الزفت، وتفصل كل طبقة من هذه الأبنية بمفردها، كما يبين هذا المسطح جميع التجهيزات التي تحتوي عليها هذه الأبنية من كهرباء وماء ونوع البلاط وحالتها العامة، وإذا كان المشروع تخطيطياً يتوجب بيان محور التخطيط وموقع الأوتاد وحدود الاستملاك وحدود العقارات الكاملة والمأخوذة والباقية منها.

٨) وثائق الاستملاك العائدة لمشاريع الطرق كما يلي:

أ- في حال تبين وجود فضلات خارج نطاق الاستملاك، يقتضي تحديد مساحة هذه الفضلات على لائحة الاستملاك.

ب- في الأراضي الممسوحة: يتوجب تثبيت وتركيز زوايا التخطيط وربطها بشبكات المساحة أو شبكات التثبيت وذلك لتنظيم معاملات الاستملاك وفقاً لقيود السجل العقاري.

ج- في الأراضي المحددة: يجب أولاً الحصول على خرائط التحديد ومسح لكل عقار مصاب بالتخطيط على مسافة من محور التخطيط تعادل خمسة أضعاف عرض سطح الطريق وذلك لتطبيق تخطيط الطريق وفقاً لقرارات القاضي العقاري أو قيود السجل العقاري، كما يجب

سجل

مجلس الإنماء والإعمار

على المكلف بتنظيم ملف الاستملاك كبل العقارات التي يتناول منها التخطيط أكثر من ربع مساحتها الإجمالية كيلا "كاملا" نهائيا. وفي حال فقدان معالم حدود العقارات، يجب إعادة وضع معالمها بعلم ومعرفة دوائر المساحة.

د- في الأراضي الغير ممسوحة والغير محددة: يقتضي الحصول على وثائق علم وخبر مصدقة من مختار المحطة وفقا للنموذج المعتمد، على ان يحتوي على ظهره مصور يبين حدود العقار الذي يدخل ضمن نطاق المشروع المنوي تنفيذه مع اسم مالكة وأسماء أصحاب العقارات المتاخمة موقع من نفس المختار.

٩) مسطحات ولوائح الاستملاك على ورق شفاف من النوع الجيد جدا" بالحبر الصيني الأسود وتكون قياساتها وترتيبها منطبقة على النماذج المعمول بها عالميا"، علما" ان المسطح ولائحة الاستملاك يجب ان يشكلا مستنديين فقط لا أكثر، والمساحات الموضوع عليها اليد سابقا" مع رقم وتاريخ قرارات وضع اليد، علما" انه يمكن للإدارة طلب نسخ عن هذه الخرائط قد تصل الى حدود (٣٠) نسخة، وعلى ان يتم إيداع الإدارة، قبل صدور مرسوم التخطيط، نسخة عن القرص المدمج "CD" العائد لخريطة المشروع،

١٠) نسخة ورقية عن المسطحات التنفيذية مع الشقالات والمقاطع الطولية والعرضية مع نسخة على قرص مدمج "CD" عائد لخريطة المشروع.

١١) في حال كان ملف الاستملاك الجاري إعداده من قبل الاستشاري يتعلق بتعديل تخطيط مصدق بمرسوم صادر وفقا للأصول يتم ملء استمارة (وفقا للنموذج المرفق ربطا) والتي تتضمن بيان الأمور التالي :

- التخطيط المطلوب تعديله،
- المرسوم الذي صدق التخطيط الحالي،
- الأسباب الموجبة للتعديل.

١٢) مراعاة حدود الاستملاك لجهة موقع القسم من العقار المنوي استملاكه بحيث يتم تفادي قدر الإمكان وقوع هذا القسم في وسط العقار تلافيا لإلحاق ضرر أكبر بأصحاب الحقوق عليه.

١٣) الأخذ بعين الاعتبار وجوب تخصيص، لزوم المشروع المنوي تنفيذه، العقارات المسجلة باسم أملاك الدولة الخصوصية في حال وجود إمكانية واقعية وفنية للاستفادة من هذه العقارات، الأمر الذي من شأنه تحقيق وفر في كلفة الاستملاكات والاستغناء عن استملاك عقارات أخرى.

س

مجلس الإنماء والإعمار

(١٤) السعي قدر الامكان لاختيار موقع المشاريع العائدة لقطاع الصرف الصحي ضمن أماكن غير مأهولة بالسكان .

المادة الثالثة: يقوم الاستشاريون بعملية تحديث:

- (١) لوضع العقارات من حيث الإفران .
- (٢) لوضع المنشآت المستحدثة .
- (٣) لوضع المغروسات وذلك قبل تسليم الملفات الى مجلس الإنماء والاعمار .

المادة الرابعة: بالنسبة للاستشاريين المكلفين بالقيام بمهام الإشراف على تنفيذ المشاريع

يقوم الاستشاريون بإعداد تقرير عن الأشغال التي يكون تنفيذها قد أدى إلى تحسين في قيمة العقارات التي أصابها الإستملاك وتلك المجاورة لها المستفيدة من تنفيذ المشروع بتاريخ إنجاز الأشغال خلال مدة شهر من تاريخ انتهائها ووضع المشروع كلياً أو جزئياً قيد الاستعمال، على أن يلتزم كل استشاري بالأمور التالية:

(١) وجوب إيداع المجلس نسخة عن التقرير المنظم قبل انصرام مهلة الشهر المبينة أعلاه والممنوحة للمجلس استناداً لأحكام المادة ٥٠ من قانون الاستملاك رقم ٩١/٥٨ وتعديلاته بفترة معقولة تمهيداً لقيام المجلس بإبلاغ هذا التقرير إلى دائرة ضريبة التحسين في وزارة المالية.

(٢) أن يتضمن التقرير المنظم من قبل الاستشاري الأمور التالية:

• بيان تفصيلي بالأشغال التي وضعت كلياً، أو جزئياً، قيد الاستعمال وتاريخ وضعها، علماً أنه استناداً إلى أحكام المادة ٤٩ من قانون الاستملاك رقم ٩١/٥٨ وتعديلاته فإن مشاريع الري تعتبر منجزة في أول السنة التالية لسنة وضع المياه بتصرف المستفيدين منها .

• الأسس المعتمدة لتحديد مقدار التحسين في العقارات المستملكة (جزئياً) وتلك المجاورة لها المستفيدة من تنفيذ المشروع، والتي يجب أن تشمل بيان الأسعار التي كانت رائجة قبل تدوين إشارة مرسوم إعلان المنفعة العامة على الصحيفة العينية العائدة للعقارات المستملكة وتلك الراجحة بعد وضع المشروع (كلياً أو جزئياً) قيد الاستعمال،



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على أن لا يعتد في أي حال بالتحسين الناتج عن العوامل الاقتصادية وسواها مما لا يصح اعتباره ناتجا عن إعلان مرسوم المنفعة العامة وتنفيذ الأشغال.

• أرقام العقارات وأقسام العقارات المستملكة (جزئيا) أو المستفيدة من تنفيذ المشروع (مجاورة أو محاذاة للمشروع) ومقدار التحسين اللاحق بكل عقار تبعا للتعديلات الحاصلة على القيمة البيعية للجزء المتبقي من العقار بعد الاقتطاع الحاصل عليه أو على القيمة البيعية للعقارات المستفيدة من تنفيذ المشروع، مع الأخذ بعين الاعتبار بالنسبة للعقارات المستملكة ما ضم منها للأسلاك العمومية دون تعويض عملا بأحكام المادة ٣٧ من قانون الاستملاك رقم ٩١/٥٨ وتعديلاته.

• مقدار المساحة المستملكة من كل عقار وبيان مدى تطابقها مع تلك الواردة بقرار وضع اليد العائد لهذا العقار.

• بيان ملاحظات أصحاب العلاقة على المعلومات الواردة بالتقرير والاستحصال على المستندات المثبتة لأقوالهم وربطها بالتقرير.

٣- وجوب تنظيم، بحضور مندوب عن مجلس الإنماء والإعمار (المهندس المكلف بمتابعة المشروع الجاري تنفيذه)، لإثقة بمحتويات العقارات وأقسام العقارات المستملكة (مغروسات، انشاءات...) مرفقة بصور فوتوغرافية لهذه المحتويات وإيداعها المجلس مع بيان توضيحي لمصيرها وتحديد الأماكن التي نقلت إليها ليصار الى إجراء المقضى بخصوصها.

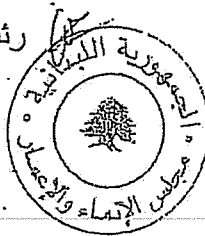
المادة الخامسة: يبلغ هذا القرار حيث تدعو الحاجة ويعمل به من تاريخ صدوره.

بيروت في

٢٩ آذار ١٩٧٢

رئيس مجلس الإنماء والإعمار

نبيل عطنان الجسر



لسخة تلغ الي:

- اعضاء مجلس الإدارة
- مفوض الحكومة
- إدارات المجلس
- منقرطات المسجلين

Appendix B Consultant's Key Personnel

MINIMUM REQUIREMENTS

The following Consultant's staff are considered necessary. The Consultant shall make his own assessment of the staff needed for carrying out the work but must submit curricula vitae for the key staff specified here.

WORKING HOURS

The Consultant's personnel will be expected to work such hours as are necessary to carry out their duties. No additional payment will be considered in respect of overtime.

STAFF DUTIES AND QUALIFICATIONS

Team Leader

Principal duties: Overall responsibility for direction of staff. Maintaining contact with client. Liaison with public authorities / Beirut Municipality and general members of the public. Preparation and monitoring of work programmes, planning schedules and progress reports. Staff scheduling. Analysis of potential constraints and delays with identification of remedial measures to be taken. Responsible for quality of deliverables.

Qualifications: University degree in Engineering. Membership of an appropriate professional body of international standing. 15 years experience since graduation with at least 10 years in fields directly related to the project works.

Languages: English (with knowledge of either French or Arabic)

Wastewater Specialist

Principal duties: Overall responsibility for wastewater and storm water networks and process concepts. Directing collection of data and survey on existing installations. Analysis of data on storm water, water consumption and wastewater production. Predictions of future demand and production. Analysis of previous reports and comparison of schemes for advantages / disadvantages. Preparation of outline designs and investment proposals.

Qualifications: University degree in Engineering. Membership of an appropriate professional body of international standing. 15 years experience since graduation with at least 10 years in fields directly related to the project works.

Languages: English (with knowledge of either French or Arabic)

Electrical/Mechanical specialist

Principal duties: Responsible for outline design and comparison of alternative process concepts. Assessment of plant type and size. Review of existing installations.

Qualifications: University degree in Engineering. Membership of an appropriate professional body of international standing. 15 years experience since graduation with at least 10 years in fields directly related to the project works.

Languages: English (with knowledge of either French or Arabic)

Environmental Specialist

Principal duties: Preparation of environmental impact assessment. Preparation of guidelines for environmental monitoring. Review of technical proposals for compliance with environmental guidelines.

Qualifications: University degree in Environmental Studies. Membership of an appropriate professional body of international standing. 10 years experience since graduation with at least 5 years in fields directly related to the project works.

Languages: English (with knowledge of either French or Arabic)

Project Engineer

Principal duties: Responsible for technical control of engineering work. Technical liaison with Client and public authorities and Beirut Municipality.

Qualifications: University degree in Engineering. 10 years experience since graduation with at least 5 years in fields directly related to the project works.

Languages: English and either French or Arabic

Quality Engineer

Principal duties: Operating independently from the design team, responsible for confirming the adequacy of the planning, auditing the production process and raising non-conformance reports when the design team deviates from planned activities. Preparing section relating to quality matters for inclusion in monthly reports to the Client.

Qualifications: University degree in Engineering. 15 years relevant experience.

Languages: English and either French or Arabic

Road / Traffic Engineer

Principal duties: Overall responsibility for road / Traffic networks and concepts. Directing collection of data and survey on existing situation. Analysis of data. Predictions of future demand. Analysis of previous reports and comparison of schemes for advantages / disadvantages. Preparation of outline designs and investment proposals.

Qualifications: University degree in Engineering. Membership of an appropriate professional body of international standing. 15 years experience since graduation with at least 10 years in fields directly related to the project works.

Languages: English (with knowledge of either French or Arabic)

Appendix C

Remuneration of the Consultant

The Consultant shall complete and submit this Appendix, and associated Annexes, as his Financial Proposal.

- 1 Based on the Draft Contract and Appendices A to C inclusive, the Services specified therein shall be carried out by the Consultant and remunerated as follows:
- A- For the Data Collection, Assessment, Infrastructure and Pavement evaluation, Design Criteria and Preliminary Priority Report, a LUMP SUM price of US\$ _____ [Consultant to insert amount in figures] (US Dollars _____),
 - B- For the Draft engineering and Final engineering and Tender Documents. Assistance and Evaluation during Tendering, a percentage _____% (Consultant to insert figure in words) [_____] of the construction cost estimated at \$ 20 Million USD, which is equivalent to US\$ _____ [Consultant to insert amount in figures] (US Dollars _____),

The Consultant's price shall be deemed to cover all costs including salaries, allowances and other costs of personnel, international and local travel, transport of personal effects, communications, printing and any and all other costs in carrying out the Services, inclusive of the supply or use of any materials or equipment and head office charges and support associated with the Services.

The Consultant shall submit a breakdown of the price detailing the cost of personnel and all relevant expenses. This breakdown shall be provided in the format shown in Annexes C1 to C2.

The Consultant shall summarise sum price below:

Summary of Financial Proposal

<u>Assessment, prioritization and Detailed design</u>	<u>US\$</u>
Data Collection, Assessment, Infrastructure and Pavement Evaluation, Design Criteria and Preliminary Priority Report (Lump Sum Price)	
Draft engineering and Final engineering and Tender Documents. Assistance and Evaluation during Tendering (Percentage of construction cost estimated at \$ 20 Million USD)	
<u>TOTAL PRICE</u> (VAT NOT APPLICABLE ACCORDING TO TERMS OF THE NO. 379 DATED 14/12/2001)	

- 2 The price above will be paid in accordance with the schedule defined in Annex C3-1, subject to Clause 2.8 of the conditions of Contract.
- 3 No additional payments will be paid for additional services unless specifically instructed by the Client and agreed upon in advance between the Client and the Consultants.
- 4 If additional services are requested and agreed in accordance with Item 3 above, the cost of such additional services shall be derived from the rates, prices and costs detailed in Annexes C1 and C2.
- 5 A schedule of principal quantities and scope of work is given in Appendix A, where the estimated construction cost is around \$ 20 Million USD (two or more tenders), and this shall form the basis of the Consultant's price for detailed design.

Annex C2**Breakdown of Cost of Consultants' Expenses**
(Expressed in US\$)

Item	Expenses	Amount
		US\$
1	Local transportation	
2	Printing, reproducing and shipping of documents, reports, drawings, etc as specified in Appendices A & G	
3	Laboratory tests on materials, model tests and other technical services as specified in Appendix A	
4	Bid guarantee	
5	Advance payment guarantee	
6	Performance guarantee	
7	Other expenses not covered by the foregoing required for completion of the Services (to be listed by Consultants)	
Total Expenses		

Annex C3**Schedule of Payments**

The price will be paid according to the following schedule:

- i) As per Annex C 3-1
- ii) 5% of the lump sum price on completion of the tender evaluation and award of a construction contract(s), subject to a deduction of 10% retention.
- iii) This payment schedule will be such that at the commencement of the construction contract the Consultant will have received 90% of the lump sum fee. The whole of the 10% retention will be released One month after the commencement date of the construction contract.

Annex C3-1

Design Deliverables	Schedule	% of Total Fee	Remuneration (US \$)
1- Data collection, detailed field reconnaissance and topographic survey	ND+ 3 weeks	20%	
2- Infrastructure and pavement evaluation, design criteria and preliminary priority report	ND + 6 weeks	25%	
3- Review and approval of priorities by the client	Time of approval to be added	-	
4- Draft final engineering and draft tender documents	ND +10 weeks	30%	
5- Final engineering and tender documents	ND +12 weeks	20%	
6- Tender evaluation and award of a construction contract(s)		5%	
TOTAL FEES		100%	

Note: - Payments listed are subject to deduction of 10% retention.

- ND Notification Date

APPENDIX D

SPECIMEN FORM

BANK GUARANTEE FOR GOOD PERFORMANCE OF THE CONTRACT

To: Council for Development and Reconstruction
Tallet el Serail
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No ____

According to the terms of Contract, dated _____, for the supply of _____, concluded between the Council for Development and Reconstruction (hereafter called CDR) and

(hereafter called the Consultant),

the Consultant undertakes to produce a Bank Guarantee for good performance of the contract of ___% of the value of the contract or the amount of _____.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Consultant and as primary obligator and not as surety merely, to pay the CDR upon its first demand and without cavil or argument, any amounts up to the maximum of _____, in the event according to the binding opinion of the CDR, the Consultant would fail to comply with their contractual obligations.

The failure of the Consultant to comply with their contractual obligations shall be advised to us in writing with a copy to the Consultant.

This guarantee shall enter into effect on the date of entry into force of the contract and shall remain in full force and effect until _____ (*insert date*) or until the Final Acceptance of all the services by the CDR, whichever comes later.

DATE:

SIGNATURE OF BANK:

APPENDIX E

**SPECIMEN FORM
BANK GUARANTEE FOR ADVANCE PAYMENT**

To: Council for Development and Reconstruction
Tallet el Serail
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Advance payment No ____

According to the terms of contract, dated _____, for the supply of _____, concluded between the Council for Development and Reconstruction (hereafter called CDR) and _____

(hereafter called the Consultant),

the CDR undertakes to pay the Consultant ___% of the value of the contract or the amount of _____ by way of advance payment. The said advance payment shall be paid to the Consultant at their account number _____ of the Bank _____ upon receipt by the CDR of the original of this guarantee.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Consultant and as primary obligator and not as surety merely, to pay the CDR upon its first demand and without cavil or argument any amounts up to the maximum of _____, in the event according to the binding opinion of the CDR, the Consultant would fail to comply with their contractual obligations.

The failure of the Consultant to comply with their contractual obligations shall be advised to us in writing with a copy to the Consultant.

This guarantee shall enter into effect on the date of payment to the Consultant of the advance payment and shall remain valid until _____ (*insert date*) or until the CDR has received full repayment of the same amount from the Consultant, whichever comes later.

DATE:

SIGNATURE OF THE BANK:

Specimen Form
Bid Security (Bank Guarantee)

WHEREAS, _____
[name of Consultants] (hereinafter called "the Consultants") has submitted their proposal dated _____
_____ [date] for consulting services for _____
_____ [name of Contract]
(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____
_____ [name of bank] of _____
_____ [name of country] having our
registered office at _____ (hereinafter
called "the Bank") are bound unto the COUNCIL FOR DEVELOPMENT AND
RECONSTRUCTION (hereinafter called "the Client") in the sum of _____
_____ for which payment well and truly to be made to the said Client, the Bank binds itself, its
successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 19____.

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Consultants withdraw their Bid during the period of Bid validity specified in the Letter of Invitation;
- or
- (2) If the Consultants having signed the Contract during the period of the Bid validity fail or refuse to furnish the Performance Security, in accordance with the Contract,

we undertake to pay to the Client the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions

This Guarantee will remain in force up to and including the date 118 days after the deadline for submission of proposals as such deadline is stated in the Letter of Invitation or as it may be extended by the Client, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____ SEAL

[signature, name, and address]

Appendix G Reporting Requirements

- 1 The Consultant shall carry out and complete the Services in accordance with the requirements specified in Appendix A.
- 2 The Consultant shall conform with the requirements of the SIU Management Procedures for Submissions from Consultants.
- 3 The Consultant shall submit all reports, quality and work plans, technical submissions, manuals, programmes etc. in at least four original copies to CDR, with other copies as requested for funding agencies and other interested parties.

Appendix H

Responsibilities of the Client

The Client will provide the Consultant with access to all available documents related to the services, including previous studies, tender documents, the close out reports of the design consultant. The Consultant shall obtain copies of such documents and data at his own expense.

Appendix I

Technical Information to be Submitted by Consultant

- 1 The Consultant shall prepare and submit the following technical information concerning the Consulting firm and the performance of the Services:
 - (a) Annex E1 - details of the Consulting firm.
 - (b) Annex E2 - Curriculum vitae, one for each person for the positions specified in Appendix C.
 - (c) Annex E3 - a detailed methodology describing how the Consultant intends to carry out the Services.
 - (d) Annex E4 - a workplan of each task of the Services allocating the man-months for each person and identifying *all* staff proposed together with the total man-months between the separate tasks.
 - (e) Annex E5 - Consultant's comments, if any, on the Terms of Reference (Appendix A) and the services and facilities to be provided by the Client (Appendix D).

Annex I1

Details of Consulting Firm

The Consultant shall prepare and submit details of the following:

- 1 **A description of the Firm**, highlighting its suitability for the assignment, comprising:
 - years of experience in providing similar services to this assignment;
 - names and addresses of any associate consulting firms in Lebanon and their specialisations;
 - names and addresses of associate consulting firms or Subconsultants proposed to be involved and details of the parts of the Services they will carry out;
 - charts showing the firm's organisational and staffing structure;
 - total number of permanent professional staff and those specialised in services similar to this assignment;
 - availability of adequate back-up facilities if required.
- 2 **Details of experience of similar assignments** during the past 15 years;
- 3 **Proposed computer hardware and software** to be used for the assignment with the Consulting firm's prior experience of their use.
- 4 **List of equipment** to be used during the assignment, specifying if equipment is owned or is to be purchased or hired locally.

Annex I2

Format of Curriculum Vitae for Members of Consultant's Team

Name: _____ Date of birth: _____

Profession: _____

Years with Firm: _____ Nationality: _____

Present place of work: _____

Proposed Position on Team: _____

Education:

(Under this heading, summarise college/university and other specialised education of staff member, giving names of colleges/universities, dates attended and degrees obtained.)

Key Qualifications:

(Under this heading, outline staff member's experience and training most pertinent to assigned work on proposed team. Describe **degree of responsibility held** by staff member on relevant previous assignments and give dates and locations. Use up to half a page.)

Languages:

(Under this heading, tabulate and mark proficiency 1 to 5: 1 = basic; 5 = fluent)

	Reading	Speaking	Writing
English			
Arabic			
French			

Experience Record:

(Under this heading, list all positions, in reverse chronological order, held by staff member since commencing work, giving dates, names of employing organisation, title of position held and location of assignments. For experience in **last ten years**, also give types of activities performed and client references where appropriate. Use up to three pages.)

Annex I3

Organisation and Methodology

- 1 The Consultant shall prepare and submit a detailed methodology describing how he intends to carry out the Services stipulated in the Terms of Reference.
- 2 Details shall also be given of the computer hardware and software to be used by the Consultant. The Consultant shall ensure availability and use of advanced project management programmes, planning and reporting, of a standard that will ensure easy transfer of data and to allow any data regrouping by the Client. The names of Personnel having greatest practical experience in the use of such systems should be given and reference to same included on their CVs.

Annex I4

Work plan and Allocation of Personnel to Each Task

- 1 The Consultant shall prepare and submit a detailed work plan of each task/phase of the Services allocating the man-months for each and every person and the total man-months between the separate tasks/phases
- 2 The work plan shall be based on:
 - (a) the tasks/phases specified in Appendix A;
 - (b) the man-months for each position and the total man-months; and
 - (c) the personnel specified by the Consultants in Annexe I2.and be presented in the form attached.
- 3 The Consultant shall provide a clear presentation of the man-month input for each person as well as the total man-months and of any local associates or sub consultants.
- 4 Some of the tasks/phases and the allocation of man-months to the various tasks/phases may overlap. This should be reflected in the presentation.
- 5 The work plan may, if required by the Client, be brought up to date and agreed during a coordination meeting with the Client during the negotiation period prior to signing the Contract.

Work plan and Allocation of Personnel to Each Task (Annex I4)

Name	Position	Months of Services/Man-months or part man-months for personnel													Total man-months				
		1	2	3	4	5	6	7	8	9	10	11	12	13	etc				
Task I																			
	Sub-totals task I																		
Task II																			
	Sub-totals task II																		
etc																			
	Sub-totals task etc																		
	Overall totals																		

Annex I5

Consultant's Comments

The Consultant shall submit and detail below comments, if any, on the Terms of Reference and the services and facilities to be provided by the Client. If none, state "No Comments".