

# **INVITATION FOR CONSULTING SERVICES FOR THE ASSISTANCE DURING TENDER AND CONSTRUCTION SUPERVISION FOR THE MAINTENANCE AND REHABILITATION OF SOME ROADS AND BRIDGES WITHIN THE CITY OF BEIRUT**

## **[COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION]**

1. The COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (CDR), as executing agency acting for and on behalf of the GOVERNMENT OF LEBANON, hereby invites Lebanese consulting firms, to submit a technical and financial proposals for **Consulting Services for the Assistance during Tender and Construction Supervision for the Maintenance and Rehabilitation of some Roads and Bridges within the City of Beirut**. Such a proposal could form the basis of future negotiations and, ultimately, a contract between your firm and the CDR. More details on the services are provided in the attached Terms of Reference.
2. This contract will include the provision of consultancy services to administer the construction contract and to supervise the maintenance/rehabilitation activities that will be implemented for the following roads and bridges within the city of Beirut.:

### **Bridges:**

- 1) Charles Helou Bridge: Maintenance of expansion joints, support, structural elements and handrails.
- 2) Joseph Chader Bridge: Maintenance of expansion joints and bridge supports.
- 3) The bridge located at the end of Salim Salam Tunnel towards the BCD: Expansion joints and bridge supports.
- 4) The bridge leading from Elias Hrawi Avenue to Alfred Naccache Road near Hotel Dieu Hospital: Maintenance of bridge supports and railings.
- 5) Ring Bridge Maintenance of expansion joints, support and railings.
- 6) Salim Salam Bridge: Bridge maintenance and rehabilitation of expansion joints.
- 7) Fiat Bridge: Bridge maintenance and rehabilitation of expansion joints.
- 8) Hawd Al-Wilaya Bridge: Bridge maintenance and rehabilitation of expansion joints.
- 9) Maintenance of Sassine Tunnel-Achrafieh – Beirut.

### **Roads:**

- 1) The intersection of Joseph Chader Street with Joseph Chader Bridge: Rehabilitation of the sewage line.
- 2) Fatima Al-Zahra Street, Dar Al-Fatwa area: Rehabilitation of the sewage line.
- 3) Phoenicia Street and Mina Al-Hosn Street, Dar Al-Mreisseh area: Rehabilitation of the sewage line.
- 4) Rehabilitation of the sewage line within Fakhr Al-Din Street connected to the line located within Omar Al-Daouk Street.
- 5) Installing missing covers for gullies and drainage channels on all public roads.
- 6) Maintaining basalt tiles on Gouraud - Jeanne d'Arc - Ouzai and Al-Makdissi streets.
- 7) Maintaining the railings of the seafront.
- 8) Road Marking for the main streets within the city of Beirut in addition to reparation of traffic lights.

3. The Services are expected to commence with the pre-construction services as detailed hereafter upon the bidding for construction works and terminate after the one (1) year defects liability period.
4. This contract is expected to commence in the Third quarter of 2025.
5. Interested eligible Bidders may obtain further information from, and inspect the Bidding Documents at the address below.
6. All Bids must be accompanied by a Bid Security of Two Hundred Fifty Million Lebanese Pound (LBP250,000,000). The format of the Bid Security shall be in accordance with the specimen form included as **Appendix G** in the Bidding Documents. The Bid Security shall be valid for 28 days beyond the validity of the Proposal.
7. The bidding document in English may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of Ten Million Lebanese Pound (**LBP 10,000,000**). The method of payment will be in cash. The document is to be picked up by a person duly authorized by the applicant.
8. Bids must be delivered to the address below at or before 12:00 noon Beirut Local Time on **Thursday June 12<sup>th</sup>, 2025**. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below at 12:00 noon Beirut Local Time on **Thursday June 12<sup>th</sup>, 2025**.
9. The address referred to above is:

**Address:**

**Council for Development and Reconstruction (CDR)**

**Tenders Department**

**Tallet El-Serail**

**Beirut - Lebanon**

**Telephone: +961 1 981431/2**

**+961 1 980096/7**

**Facsimile: +961 1 981255**

**Web site address: [www.cdr.gov.lb/procurement](http://www.cdr.gov.lb/procurement)**

**[www.ppa.gov.lb](http://www.ppa.gov.lb)**

**Contact person: Engineer Ghinwa Haddad**

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**CONSULTING SERVICES FOR THE ASSISTANCE DURING TENDER  
AND CONSTRUCTION SUPERVISION FOR THE MAINTENANCE  
AND REHABILITATION OF SOME ROADS AND BRIDGES WITHIN  
THE CITY OF BEIRUT PURSUANT TO DECREE 14298 DATED  
NOVEMBER 21, 2024.**

**Client: Council for Development and Reconstruction (CDR)**

**Issued on:**

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## Section 1. Instructions to Consultants and Data Sheet

### A. General Provisions

#### Definitions

- (a) “Applicable Law” means the Lebanese laws and the law no 244 of public procurement in Lebanon dated 29/7/2021
- (b) “Client” means the Council for Development and Reconstruction that will sign the Contract for the Services with the selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (e) “Day” means a calendar day.
- (f) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (g) “Government” means the Lebanese government.
- (h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (j) “ITC” means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (l) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (m) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services related to consultant work while remaining responsible to the Client during the performance of the Contract.
- (p) “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **2 Introduction**

2.1 The Client intends to select a Consultant in accordance with the method of selection Quality – and Cost – Based Selection (QCBS) procedures.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the TOR.

## **3 Conflict of Interest**

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

## **4 Corrupt and Fraudulent Practices**

4.1 Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Client or its representatives to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client. The bidder should submit in Envelope No.1 (Administrative and Technical Offer) of his offer a signed and stamped

declaration, in which, 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, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract

## **5 Eligibility**

5.1 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Lebanese Laws.

5.2 The Bidders, including all members of a Joint venture and all subcontractors shall meet the following conditions:

- a. That there is no proven violation, by the bidders, of professional ethics generally accepted and stipulated in the relevant provisions, if any;
- b. They must have the legal capacity to conclude a contract
- c. That they have fulfilled their obligations to pay taxes and social security contributions;
- d. That they have not been convicted, neither their directors nor employees involved with the procurement process, by a court decision of any criminal offence - even if the verdict can still be appealed - related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract, or corrupting a public procurement or a contract awarding process, or have not been otherwise disqualified pursuant to administrative suspension or debarment proceedings, or have been in a situation of exclusion from participation in public procurements;
- e. That they are not subject of legal proceedings for insolvency or bankruptcy, or were declared bankrupt by a court of law;
- f. That they have not been convicted by a court decision - even if the verdict can still be appealed - of usury or money laundering;
- g. That they have not participated in the decision-making process of the contracting authority or have any conflict of interest, or any material interest linking them to any of the decision makers;
- h. that they have not be affiliated with a firm or entity:

- that has provided consulting services related to the Works to the Council for Development and Reconstruction during the preparatory stages of the Works or of the Project of which the Works form a part, or

- that has been hired (or is proposed to be hired) by the Council for Development and Reconstruction as Engineer for the contract.

5.3 The Bidder is considered acquainted with and aware of the Laws in force in the Republic of Lebanon.

## **B. Preparation of Proposals**

### **6 General Considerations**

6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **7 Cost of Preparation of Proposal**

7.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

### **8 Language**

8.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in English. Supporting documents and printed literature furnished by the tenderer may be in arabic

8.2 All correspondence exchange shall be in the English or Arabic language.

### **9 Documents Comprising the Proposal**

9.1 The Proposal shall comprise the documents and forms listed below.

#### **1st Inner Envelope with the administrative and Technical Proposal:**

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 6 months before the original bid submission deadline.

For foreign bidders these documents shall be duly certified by the competent authorities.

- a) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, shareholders, authorized signatories, capital, the director 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 in the form Form included in **Appendix I**;
- d) A legal record of the authorized signatory, dated no more than 3 months before original bid submission date, free from any judgment. (سجل عدلي)
- e) Receipt for purchase of the bid documents;
- f) General Certificate of quittance issued by the National Social Security Fund or valid certificate to participate in public procurement process. Its validity extending beyond the bid opening date. The bidder must be registered with the NSSF, and any statement that include an unregistered institution will be rejected;
- g) The names and CVs of key personnel proposed for administration and execution of this Contract, as per Appendix C requirements in the form included in **Appendix K**.
- h) Certificates from the Order of Engineers: confirming the membership of each Engineer in one of the two Orders of Engineers in Lebanon, for the year in which the Bid is submitted.
- i) Proposals for subcontracting any elements of the services.
- j) Official Information regarding any current litigation in which the bidder is involved;
- k) Contractual Commitment completed, stamped and signed;
- l) Signed Declaration of Integrity in the form Form included in **Appendix J**;
- m) Certificate of Registration of the Company issued by the Ministry of Finance
- n) Certificate of quittance issued by the Ministry of Finance.
- o) Certificate of Registration of the bidder 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 its price, even if he became registered during the execution of the contract
- p) Foreign Companies have to submit a Certificate issued by the Ministry of Economy and Trade stating that the Company status is

not in conflict with the law of the boycott of Israel issued on 23/06/1955. (as proof of Eligibility)

- q) Declaration listing all the owners of the economic right أصحاب الحق الاقتصادي as per form M18 issued by the Ministry of Finance (النموذج م١٨ الصادر عن وزارة المالية) with copies of their identification cards (ID/Passport)
- r) The bidder shall submit an official document issued by the Lebanese proving that foreign companies: “Partnership Limited by Shares (Société en Commandite par Action)” (شركة توصية مساهمة) or “Stock Companies” (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document should be submitted before signing the Contract to the awarded Bidder, if applicable.
- s) A statement issued by the municipality within which the bidder’s main office is located, as per the address in the commercial registry, stating that the bidder has paid the full due imposed municipal fees.
- t) In the event of the participation of a foreign bidder, he shall present all certificates required above, according to the laws of the country in which he is located, provided that these statements are duly certified by the competent authorities. Moreover, this bidder must take into account one of the following conditions:
- he must be member of a consortium that includes at least one Lebanese company that meets the required conditions above.
  - The legal representative of the bidder must be present to participate in the bidding procedures.
  - he must have an agent or representative in Lebanon with authority to sign the contract on his behalf.
- u) Technical Information to be submitted by Consultant (Appendix D)
- v) Bid Security

The bidder shall furnish, as part of his bid, a bid security in the amount stated in the Invitation.

In case of a Joint-Venture the bid security shall be in the name of the Joint-Venture.

The bid security shall be in the form of a guarantee from a bank located in Lebanon or a foreign bank with a local branch/affiliate in Lebanon, acceptable to the Employer. The format of the bank guarantee shall be in accordance with the attached sample form of bid security. The bid security shall be valid for the period stated in the Bidding Data Sheet.

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer and shall be considered as non-responsive.

The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.

The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

The bid security may be forfeited if:

1. The Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. The Bidder, having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a- fails or refuses to execute the Form of Agreement;
  - or
  - b- fails or refuses to furnish (or increase the Performance Security if applicable);
  - or
  - c- refuses to accept the correction of errors in his bid.

## **2nd Inner Envelope with the Financial Proposal:**

-Appendix E - Remuneration of the Consultant

According to Lebanese law 324/2024 a stamp duty of 1,000,000 Lebanese Pounds must be paid for Public Tenders. "Appendix E should be completed, filled, stamped (Stamp 1,000,000 Lebanese Pounds) and signed".

## **10 Only One Proposal**

10.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key

Experts in more than one Proposal when circumstances justify.

## **11 Proposal Validity**

11.1 The Consultant's Proposal must remain valid after 120 calendar days from the Proposal submission deadline.

11.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

11.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

### **a. Extension of Validity Period**

11.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

11.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

11.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

11.7 The bid validity will be automaticity extended in the event of freezing the procedures for a specified period by the objections committees with the provision of chapter 7 of the Public Procurement Law, for a period of time equivalent to the period of freezing and the bidder shall extend accordingly the period of his bid security

### **b. Substitution of Key Experts at Validity Extension**

11.8 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

## **12 Sub-Contracting**

The Consultant shall not subcontract the whole of the Services.

**13 Clarification and  
Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP prior to 10 days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address :

Council for Development and Reconstruction  
Legal Affairs Division / Tenders Department

Ref: \_\_\_\_\_

Beirut - Lebanon

Facsimile: +961 01 981255

E-mail: GHINWAH@cdr.gov.lb

13.2 Copies of the Employer's response will be forwarded to all who purchased of the bid documents, including a description of the inquiry but without identifying its source, not later than 6 days prior to the deadline for bid submission

At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants who brought the tender document and will be binding on them.

13.3 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14 Technical  
Proposal Format  
and Content**

14.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

14.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

**15 Financial Proposal**

15.1 The Financial Proposal shall be prepared using the Standard Forms provided in this RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses...

**b. Taxes**

15.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.

The following taxes and duties are imposed on the consulting firms working in Lebanon:

1. An income tax of 8.5% subject to the following exemptions:
  - a) For foreign consultants registered in countries having agreements with the republic of Lebanon prohibiting double taxation.
  - b) For local consultants upon production of the proper clearance statement from the Ministry of Finance. In this case the consultants should provide at their own responsibility, an estimate of the taxes they settle to the M.O.F.
2. A value added tax (V.A.T.) of 11% applicable separately according to Appendix A Annex 2. VAT is applicable since that the project is 100% financed by the Government of Lebanon.
3. Stamps duties of 0.8 % payable as follows:
  - a. 0.4 % of contract price upon signature of contract payable directly by the consultant to the Ministry of Finance within 5 working days from contract notification
  - b. 0.4 % deducted from payment certificates and paid by the Client to the MOF on behalf of the Consultant

**c. Currency of Proposal**

15.3 The Consultant shall express the price for its Services in the Lebanese Pounds.

**d. Currency of Payment**

15.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## **C. Submission, Opening and Evaluation**

**16 Submission, Sealing, and Marking of Proposals**

16.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 9 (Documents Comprising Proposal). The submission should be done by hand.

16.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

16.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or

by an authorized representative who has a written power of attorney signed by each member's authorized representative.

16.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

16.5 The signed Proposal shall be marked "ORIGINAL", and one copy marked "COPY" as appropriate and shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

16.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked **"TECHNICAL PROPOSAL", "CONSULTING SERVICES FOR THE ASSISTANCE DURING TENDER AND CONSTRUCTION SUPERVISION FOR THE MAINTENANCE AND REHABILITATION OF SOME ROADS AND BRIDGES WITHIN THE CITY OF BEIRUT"**, name and address of the Consultant, and with a warning **"DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."**

16.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** followed by the name of the assignment, , name and address of the Consultant, and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL."**

16.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, and shall be clearly marked **"DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]"**.

16.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

16.10 The Proposal or its modifications must be sent to the address indicated below and received by the Client no later than the deadline indicated in the invitation, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

The Proposal submission address is:  
The Council for Development and Reconstruction

Tallet El Serail, Beirut – Lebanon  
Tendering Department

**17 Confidentiality**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

17.2 Any attempt by a Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

**18 Opening of  
Technical  
Proposals**

18.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend in person. The opening date, time and the address are stated in the invitation unless extended. The envelopes with the Financial Proposal shall remain sealed.

18.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline;

**19 Proposals  
Evaluation**

19.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**20 Evaluation of  
Technical  
Proposals**

20.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, specified below. Technical proposals will be evaluated using the Pass/Fail Criteria, specifically and exclusively related to the following :

- **Specific experience of the Consultant (as a firm) relevant to the Assignment** as stipulated in Paragraph (i)
- **The required personnel and qualifications** as stipulated in Paragraph (ii) below, noting that the qualifications of the proposed key personnel in the consultant's bid related to the positions (K1, K2, K3, K4 and K5) shall comply to the required qualifications listed below.

(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:**

**The firm's experience in the field of the assignment** based on the information provided below including Details of experience of similar assignments during the period between January 01, 2015 and December 31, 2024 as main Supervision consultant as follows:

- One (1) completed road rehabilitation/road maintenance/road construction project located in Lebanon as main supervision consultant with final acceptance certificate shall be provided with total construction cost value of minimum **USD 3 million or more**. Certified completion certificate, signed and stamped by client, shall be submitted.  
Or
- Two (2) completed road rehabilitation/road maintenance/road construction projects located in Lebanon as main supervision consultant with final acceptance certificates shall be provided with total combined construction cost value of minimum **USD 3 million or more**. Certified completion certificates, signed and stamped by clients, shall be submitted for each of the two contracts.

The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all contract prices expressed in various currencies into a single currency is Lebanese Pound. The source of exchange rate shall be the Central Bank of Lebanon on the date of contract signature.

(ii) **Key Experts' qualifications and competence for the Assignment:**

The Consultant's key personnel proposed shall include but not necessarily limited to:

a) *Position K-1: [Project Manager]*

- A minimum of B.Sc. degree in Civil Engineering or Highway Engineering with at least 20 years

experience in design, construction, rehabilitation and maintenance of paved roads.

- At least 15 years experience in project management, contract administration, road design, construction supervision and application of design standards.
- Languages: English and either French or Arabic.

*b) Position K-2: [Resident Engineer]*

- A minimum of B.Sc. degree in Civil Engineering with 20 years experience out of which at least 10 years in fields directly related to roads project works. Duties include overall responsibility for direction of staff. Maintaining contact with Client and Consultant's head office. Liaison with public authorities and general members of the public. Maintaining control of programming, claims and variations. Issuing instructions to Contractor.
- Languages: English and either French or Arabic.

*c) Position K-3:[ Material Engineer]*

- A minimum of B.Sc. degree in Geotechnical Engineering or related field with at least 10 years experience in materials testing and pavement design for projects located in different types of terrain and soils and with different types of traffic loading; with extensive experience in asphalt pavement overlay techniques.
- Languages: English and either French or Arabic.

*d) Position K-4:[ Senior site Engineer]*

- A minimum of B.Sc. degree in Civil Engineering with. 7 years experience out of which at least 5 years in fields directly related to road project works. Responsible for control of engineering works. Liaison with public authorities and members of the public. Responsible for direction of site staff. Liaison with Contractor's staff.
- Languages: English and either French or Arabic.

*e) Position K-5:[Traffic Safety Coordinator Officer]*

- A minimum of 7 years of experience in similar works. The appointed Traffic Safety Coordinator Officer Shall Review the traffic management plans and traffic

diversions during construction and ensuring all temporary traffic diversions are maintained in a safe clean condition for the road users, monitor all temporary road networks on the construction site to ensure safe use, Including intersections, speed limits, visibility, signage, etc.

- Languages: English and either French or Arabic.

*f) Position K-6: [The ESOHS Expert]*

- A degree in any of the following: Environmental Engineering, Chemical Engineering, Civil Engineering, Environmental Science or Environmental Technology or Environmental Public Health. A Master degree is a plus;
- At least eight (8) years of Experience in monitoring and supervising occupational health and safety in construction sites (preferably road projects);
- Certified Safety Auditor is a plus from an international recognized institution (such as NEBOSH or IRCA or OSHA);
- Languages: English and either French or Arabic.

Only consultants with passing technical proposals will be retained for further evaluation of their financial proposals. Consultants who do not meet minimum requirements will be disqualified.

## **21 Public Opening of Financial Proposals**

21.1 After the technical evaluation is completed and the CDR's Board has issued its no objection, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or those who did not pass the technical evaluation and subsequently did not meet the minimum qualifying criteria and that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum qualifying criteria and inform them of the date, time and location for the opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals in person is optional and is at the Consultant's choice.

21.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum qualifying criteria. At the opening, the names of the Consultants, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and

unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

21.3 The financial proposals of the retained consultants who passed the technical evaluation will be opened. The consultant with the lowest price will be invited for contract negotiation.

## **22 Correction of Errors**

22.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

22.2 the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood, specified in the Financial Proposal shall be considered as the offered price.

## **23 Taxes**

23.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country.

## **24 Abnormally Low Bid**

24.1 An is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price. In the event of identification of a potentially Abnormally Low Bid, the Client shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price, method statement, and any other requirements of the bidding document. After evaluation of the price analyses, in the event that the Client determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Client has the option of rejecting the Bid.

## **D. Negotiations and Award**

## **25 Notification of Award**

25.1 Prior to expiration of the period of bid validity prescribed by the Employer, The Employer shall publish the Notification of Intention to Award the Contract to the successful bidder on the CDR's web page [www.cdr.gov.lb](http://www.cdr.gov.lb). and on [www.ppa.gov.lb](http://www.ppa.gov.lb).

the Employer will also notify the successful bidder in writing or by facsimile that his bid has been accepted.

The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the bidder who presented the best proposal;
- (b) the bid price of the successful Proposal;
- (c) the expiry date of the Standstill Period;

and instructions on how to request a debriefing and/or submit a complaint during the Standstill Period

25.2 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected or any other information related to the names and evaluated prices of other bidders.

## **26 Standstill Period**

26.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended. The Standstill Period commences the day after the date the Client has published his intention to award. Upon expiry of the Standstill Period, specified in the Notification of Intention to Award or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a request to the successful Bidder to sign the draft negotiated Contract within fifteen (15) Business Days from the date of receipt of such notification

## **27 Availability of Key Experts**

27.1 The Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 11.8 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

27.2 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

## **28 Technical negotiations**

28.1 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under

the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

## **29 Financial negotiations**

29.1 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

29.2 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

## **30 Conclusion of Negotiations**

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

## **31 Award of Contract**

31.1 Within fifteen (15) days after being called by the Client for contract signature, the successful Bidder shall sign and date the form of agreement at the Employer office.

31.2 The Employer representative shall sign the contract within fifteen (15) Business Days from the date of signature of the successful Bidder and promptly notify it to the successful Bidder.

31.3 The Consultant is expected to commence the assignment in April 2025.

## **32. Procedure for Complaints**

32.1 For more details on the procedures for making a Procurement-related Complaint refer to chapter 7 "procedure of complaints" of the law no 244 of public procurement in Lebanon dated 29/7/2021

الفصل السابع 'إجراءات الاعتراض' من قانون الشراء  
العام في لبنان رقم ٢٤٤ تاريخ ٢٠٢١/٧/٢٩

The provisions of this clause are applicable only after the creation of the Complaints Authority. Meanwhile the rules of the State Council shall be followed.

## **CONTRACT FOR CONSULTANT'S SERVICES**

### **CONSULTING SERVICES FOR THE ASSISTANCE DURING TENDER AND CONSTRUCTION SUPERVISION FOR THE MAINTENANCE AND REHABILITATION OF SOME ROADS AND BRIDGES WITHIN THE CITY OF BEIRUT PURSUANT TO DECREE 14298 DATED NOVEMBER 21, 2024**

*CDR contract No* \_\_\_\_\_

between

### **COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION**

REPUBLIC OF LEBANON

and

\_\_\_\_\_

Notification Date: \_\_\_\_\_

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## CONTRACT FOR CONSULTANT 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 \_\_\_\_\_, 20\_\_\_\_,

between,

**THE COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION** of the Republic of Lebanon  
(hereinafter called "the Client")

and,

\_\_\_\_\_ (hereinafter called "the Consultant").

### WHEREAS

- (A) the Client intends to carry out \_\_\_\_\_ (hereinafter called "the Project");
- (B) 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 E;
- (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;
- (D) this Contract is financed by the Lebanese Government.

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 Applicable;
- (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 Subconsultant 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, for which the Consultant is expected to provide 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) "Subconsultant" means any entity to which the Consultant subcontract 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 Subconsultant.

## **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 or confirmed facsimile to such Party at the following address:

For the Client: COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

Tallet El Serail – P.O. Box 11-3170

Beirut Central District - Lebanon

Attention: The President of the CDR

Telephone: (961-1) 981431

Facsimile : (961-1) 981252/3

For the Consultant: \_\_\_\_\_

Attention: Mr. \_\_\_\_\_

Telephone: (01) \_\_\_\_\_

Facsimile: (01) \_\_\_\_\_

- 1.6.2** Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (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 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 one Party, 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 Commencement of Services and Contract Period**

The Consultant shall carry out the Services starting from the "Starting Date" which is the "Effective Date", or on such later date as the Parties may agree in writing. The time period shall be 15 months:

3 months for Maintenance works Tender Review and 12 months for supervision services. The Client reserves the right to renew this contract after evaluation of the tasks performed by the Consultants.

## **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 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 Subconsultants 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, have 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 fail to remedy a failure in the performance of their 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 become 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 fail to comply with any final decision reached as a result of legal proceedings pursuant to Clause 8 hereof;
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client which the Consultant know to be false;
- (e) if, as the result of Force Majeure, the Consultant are 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 have 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 sixty (60) 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 on the side of the Client, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) 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, and (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 Clause 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 their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the 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 Subconsultants 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 Subconsultants, comply with the Applicable Law.

##### **3.1.3 Proprietary Specification**

The Consultant shall not prepare specification proprietary to a specific product for a specific Supplier.

#### **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 his 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 Subconsultants, 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 agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, 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 Subconsultants 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. The Consultant shall not conduct any interest with the Contractor and/or the Supplier under pain of liability that is assessed by the Client only.

### **3.3 Confidentiality**

The Consultant, his Subconsultants and his 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 Subconsultants 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 his Subconsultants, 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 Subconsultant 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 Subconsultant, 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.
- (e) Professional liability insurance.

### **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 C) 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 Subconsultant 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 Subconsultant 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 Appendices A and B hereto, in the form, in the numbers and within the time periods set forth in said Appendices.
- 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 the 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 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 and minimum qualifications of each of the Consultant's Personnel are described in Appendix C.

### **4.3 Working Hours, Overtime, Leave, etc.**

The remuneration of the Consultant shall be deemed to cover any overtime, sick leave or vacation leave. Any taking of leave by Personnel shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

### **4.4 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (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 Project 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**

6.1.1 According to Appendix E, the price of the services to be executed under this Contract amounts LBP \_\_\_\_\_ ( \_\_\_\_\_ ) excluding VAT.

Consequently, the contract price for the Design services is, detailed as follows:

- contract price (excluding VAT): LBP \_\_\_\_\_
- 11% VAT: LBP \_\_\_\_\_

6.1.2 (Not Applicable)

6.1.3 The contract prices are subject to price adjustment formula mentioned in Article 6.1.6 below and taken into account the Fluctuations in the US dollar rate.

6.1.4 The approved currency for this contract is the Lebanese pound.

6.1.5 Based on Clause (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, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract

6.1.6 Price adjustment:

Contract prices are subject to price adjustment equation stated below, according to fluctuations in the actual US dollar price in the parallel market. Noting that this equation is applicable in the event of an increase in the price of the US dollar in the contractor's benefit and in the event of a decrease in the price of the US dollar in CDR benefit:

$$P_1 \text{ (LBP)} = P_o \text{ (LBP)} \times (D_1/D_o)$$

Definition of the factors in this equation:

P<sub>1</sub>: The value of payment on its due date

P<sub>o</sub>: The value of the payment specified in the contract.

D<sub>o</sub>: is the prevailing average rate of exchange for the US dollar on the date of signing the contract, which is specified for this contract at 89,500.00 LBP per one US dollar.

D<sub>1</sub>: The prevailing average exchange rate for the US dollar in the parallel market on the date of payment.

## **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 (15) days following the "effective date". The guarantee should be given by a bank located in Lebanon or from a foreign bank through its correspondent in Lebanon. A specimen of the required bank guarantee for good performance of the Contract is attached hereto as Appendix H.

This guarantee shall be finally released to the Consultant upon Final Acceptance of the Consultant's services by the Client which shall take place upon issuing the Defects Liability Certificate related to the construction contract.

### **6.3.2 Retention Money**

A retention amounting to ten (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 released upon Acceptance of the services according to Clause 6.5.4.

### **6.3.3 Penalties**

If the Consultant fail to submit to the Client the deliverable reports, drawings and/or designs or other services as defined in the time schedule mentioned in Appendix A, the Client shall have the right to impose a 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 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.

## **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 optional advance payment of 10% of the estimated Contract amount mentioned in Clause 6.1.1. The advance payment will be set off by the Client by percentage deduction of 20% 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 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 F hereto.

6.5.2 The fee for the Services shall be paid in stages corresponding to the program of works, as defined

by the payment schedule specified in Appendix E.

Upon opening the Tenders, the Consultant' fees shall be adjusted by payment of amounts due to the Consultant or by recovery of any additional amounts paid to the Consultant.

- 6.5.3 The Client shall cause the payment of the Consultant's statements within sixty (60) days of receipt by the Client of such statements with supporting documents. Only such portion of a 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.

In the event of the failure of the Client to make payment within the time stated above, the Client shall pay to the Consultant a simple interest at annual rate of Libor + 2%.

- 6.5.4 The Services shall be deemed completed and finally accepted 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 for 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.

In the event the Parties should be unable to arrive at an amicable settlements, 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

\_\_\_\_\_  
Authorised Representative

## **Appendix A**

### **TERMS OF REFERENCE**

**CONSULTING SERVICES FOR THE ASSISTANCE DURING  
TENDER AND CONSTRUCTION SUPERVISION FOR THE  
MAINTENANCE AND REHABILITATION OF SOME ROADS  
AND BRIDGES WITHIN THE CITY OF BEIRUT PURSUANT TO  
DECREE 14298 DATED NOVEMBER 21, 2024.**

## **PROJECT DESCRIPTION**

In accordance to Decree No. 14298/2024 and with project terms of reference (T.O.R.) the maintenance/rehabilitation activities will be implemented for the following roads and bridges within the city of Beirut.

### **Bridges:**

- 1) Charles Helou Bridge: Maintenance of expansion joints, support, structural elements and handrails.
- 2) Joseph Chader Bridge: Maintenance of expansion joints and bridge supports.
- 3) The bridge located at the end of Salim Salam Tunnel towards the BCD: Expansion joints and bridge supports.
- 4) The bridge leading from Elias Hrawi Avenue to Alfred Naccache Road near Hotel Dieu Hospital: Maintenance of bridge supports and railings.
- 5) Ring Bridge Maintenance of expansion joints, support and railings.
- 6) Salim Salam Bridge: Bridge maintenance and rehabilitation of expansion joints.
- 7) Fiat Bridge: Bridge maintenance and rehabilitation of expansion joints.
- 8) Hawd Al-Wilaya Bridge: Bridge maintenance and rehabilitation of expansion joints.
- 9) Maintenance of Sassine Tunnel-Achrafieh – Beirut.

### **Roads:**

- 1) The intersection of Joseph Chader Street with Joseph Chader Bridge: Rehabilitation of the sewage line.
- 2) Fatima Al-Zahra Street, Dar Al-Fatwa area: Rehabilitation of the sewage line.
- 3) Phoenicia Street and Mina Al-Hosn Street, Dar Al-Mreisseh area: Rehabilitation of the sewage line.
- 4) Rehabilitation of the sewage line within Fakhr Al-Din Street connected to the line located within Omar Al-Daouk Street.
- 5) Installing missing covers for gullies and drainage channels on all public roads.
- 6) Maintaining basalt tiles on Gouraud - Jeanne d'Arc - Ouzai and Al-Makdissi streets.
- 7) Maintaining the railings of the seafront.
- 8) Road Marking for the main streets within the city of Beirut in addition to reparation of traffic lights.

## **A) OBJECTIVE OF THE SERVICES**

The objective of the assignment is the provision of consultancy services to administer the construction contract and to supervise the works to be performed, carrying out such duties and responsibilities as are described in this Contract. The objective will be to ensure that the works are carried out to a high standard of workmanship and materials, as scheduled and within budget, in accordance with the specifications and drawings of the Contract, to acceptable environmental standards and in accordance with the Employer's requirements.

The Services are expected to commence with the pre-construction services as detailed hereafter upon the bidding for construction works and terminate after the one (1) year defects liability period.

## **B) SCOPE OF WORK**

The Consultant shall develop a Management Procedure to adopt during the construction phase.

The services to be provided by the Consultant shall include, but shall not be limited to:

- Assist in review of tenders for construction works
- Review detailed design & construction drawings prepared by the contractor
- Monitor and maintain cost estimates and planning schedules
- Progress monitoring and reporting
- Co-ordinate contractors
- Manage claims and variation
- Certify variation of prices submitted by the Contractor
- Certify contractors' payments
- Ensure that as-built drawings are prepared, operation & maintenance manuals reviewed & updated
- Administer the construction contract
- Supervise the construction works
- Supervise rectification of defects during defects liability period
- Certify final completion of the Contract

## **PRE-CONSTRUCTION**

### **1) Tender Review and Award**

Following receipt of tenders for implementation of the works, the Consultant shall assist with the tender evaluation process as required by CDR. The Consultant shall also assist in technical discussions with tenderers prior to award of contract and shall prepare the contract documentation for signature by the parties to the contract.

Where details within the scope of the design consultant's work require clarification, the consultant shall prepare such clarification details and ensure timely dispatch to the contractor.

## **PLANNING AND CO-ORDINATION**

### **2) Preparation of Detailed Program**

The consultant shall review and approve the contractor detailed work plan, including the methodology for ensuring the quality of the works, and computerized program of all activities and resources for the execution of the work included in this contract. The plan and program shall include all activities that interface or otherwise relate to the work being done by the different contractors or other involved parties, including required dates of receipt of data and construction drawings, submittal dates for the various documents, appropriate periods for review etc.

The program shall be prepared using project management software such as “Primavera” or similar compatible software approved by the Employer and shall be constantly updated throughout the period of the contract.

Two weeks after appointment of the Contractor, the initial work plan program shall be developed in conjunction with the Contractor and submitted for approval by the Client and any required modifications shall be completed within two weeks of comment by the Client. Delay in receipt of some details from the Contractor will not be accepted as valid reason for delay in submission of the Consultant’s initial program.

### **3) Progress Monitoring**

The Consultant shall monitor the Contractor’s works to determine progress on a monthly basis and ensure that the construction program is maintained and costs minimized by means of, but not limited to, the following activities:

- Review and, if in agreement, consent to the Contractor’s proposed program of work to meet key dates established in the various tasks;
- Prepare and maintain progress programs for use in monitoring and reporting progress;
- Analyze the variations of construction progress from the Contractor’s program;
- Certify variation of prices submitted by the Contractor;
- If and when progress falls behind program, develop in consultation with the Contractor, for approval by the Employer, appropriate modifications to programs and/or work methods to recover the original program.
- Ensure that the Contractor’s reporting requirements identified in the management procedures developed by the Consultant are fulfilled..

### **4) Co-ordination**

The Consultant shall organize co-ordination and site meetings with the Contractor and suppliers on a regular basis and as necessary. The Consultant shall conduct these meetings on behalf of the Client, take minutes and report to all concerned parties.

## **5) Traffic Safety**

The traffic management plan shall be implemented during each construction phase by diverting the traffic to the edge lanes in a safe manner and ensuring during the work the continuity of traffic circulation with an acceptable service level. It shall include the implementation of all necessary temporary traffic signs and safety.

Prior to construction stage, the Consultant shall review the Traffic Management Plans (General & Specific/typical TMP) prepared by the Contractor and make any necessary improvements to ensure safety of local communities from construction traffic.

During Construction, The Consultant shall:

- Ensure that all maintenance activities will be executed using the general & specific Traffic Management Plan during different construction phases (day or night activities).
- Revised and Approve any road Partial Closure (right hand closure / left hand closure) or full road closure proposed by the Contractor during each construction phase, and ensure the continuity of traffic circulation with an acceptable service level.
- Revised and Approve any update traffic management plan (specific TMPs).

## **6) Safety, Health and environmental monitoring**

During Construction, The Consultant shall:

- Ensure that the Contractor have full regard for the safety of all persons on the Site and keep the Site and the Works in an orderly state appropriate to the avoidance of danger to any person;
- Ensure that the Contractor know and understand all laws governing his activities along with any site requirements and work site hazards. Such information shall be communicated by the Contractor to his personnel and subcontractors.
- Ensure that the Contractor is taking all necessary measures to protect his personnel, the Employer's personnel, other persons, the general public and the environment;
- Avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of carrying out the Works.
- Ensure that the Contractor ascertain and comply with any regulations concerning noise, pollution and other nuisance in addition to the obligations imposed by the Conditions of Contract and by law.
- Ensure that the Contractor is taking necessary precautions to prevent nuisance from smoke, dust, rubbish, water, polluted effluent and other causes.
- Ensure that the proposed mitigation measures for both environmental risks are being implemented by the Contractor.
- Conduct Safety, Health, Environmental and social monitoring.

Prepare monthly and quarterly progress reports to be submitted to the Client. The contents of the progress report should include, but are not limited to, assessment of the degree of compliance of the contractors to the requirements, implementation status of mitigation measures, results of environmental monitoring, compliance with Health and Safety measures, any construction related accidents, corrective actions implemented, etc.

## **COST CONTROL**

### **7) Monitoring Contract Costs**

The Consultant shall be responsible for monitoring of contract costs relative to budget. He shall utilize a computerized Budget and Cost Forecast (BCF) system and shall prepare, with the Contractor, an estimate of the cost of the various contract items, and incorporate updated quantities, variation orders, price adjustment, dayworks, potential costs of claims, and projected expenditure from provisional sums. The estimated cash flow up to completion of the contracts shall be prepared, updated based on the revised contract costs, and submitted each month in line with the management procedures.

### **8) Claims Management and Variation Orders**

The Consultant shall anticipate potential claims and shall take steps to mitigate their effect. The Consultant shall assess the need for variations to the Contract and any claims submitted by the Contractor, review their merit and, where appropriate, prepare variation approval requests and submit them to the Employer for approval prior to preparing variation orders and issuing them to the Contractor.

### **9) Certify Contractors' Monthly Statements**

The Consultant shall process in a timely manner and, as appropriate, certify for payment the Contractor's monthly interim statements to ensure that such statements reflect work completed.

The statements shall be based on measurements on site. The measurements on site shall be made jointly by the Contractor and the Consultant.

## **RECORD KEEPING**

### **10) Preparation of Reports**

The Consultant shall prepare all necessary reports for progress and record purposes. The preparation of these reports shall include, but not be limited to, the following activities:

- prepare and agree with the Employer appropriate formats and review these formats, if required, as work proceeds;
- collect and check daily and shift reports from the Contractor for labor and equipment in anticipation of preparing weekly and monthly summary reports;
- keep records of all measurements and agreements and incorporate measurement data in monthly progress reports and cost monitoring systems;
- undertake the correct and timely distribution of all reports;
- minutes of site and co-ordination meetings shall be distributed within the three days following the meeting;
- monthly progress reports will be standardized as per the developed management procedure. The Consultant shall follow these standardized formats, to include minutes of meetings, photos, etc;
- The Consultant shall prepare and/or supervise the preparation of cost reports, progress reports, construction schedules, estimates of monthly cash requirements, Contractor's estimates for payments, and such other reports and data as may be desirable or as may be directed by the Employer. Monthly construction progress reporting will use the "Earned Value" technique requiring the provision of an activity completion report for each contract with an "S" curve, and a tabular cash flow report.

## **11) As-Built Drawings and Completion Report**

The Consultant shall be responsible for ensuring that the Contractor maintains at the site a complete set of "as-built" drawings for the Contract as the work proceeds. To this end the Contractor shall:

- on a set of working drawings maintain a continuous reproducible "as-built" record of the actual alignments, levels, dimensions etc. to which the works have been constructed;
- on completion of the construction of each structure/section, transfer all recorded changes to a CAD file (original CAD files to be supplied by designer), or prepare new CAD drawings as required;
- prepare completion reports for all major structures or elements of the contract works, incorporating as-built records and drawings, within 60 days of issue of any taking over certificate. Completion reports shall also include details of construction methodology, test results, O&M recommendations etc.

- The Consultant shall audit on a monthly basis, and maintain audit records for review by the Client, the Contractor's performance in producing as-built details and completion reports.

## **12) Operating and Maintenance Manuals**

The Consultant shall review detailed Operation and Maintenance Manuals prepared by the Contractor, finalize as appropriate and submit to the Employer.

The O&M manual shall include at least:

- reference to all relevant design and other reports, specifications etc. in order to provide a complete bibliography on the structures and plant such that the operation and maintenance staff can understand the basis of their functions;
- details of any problems encountered during construction which may have a bearing on the future safe operation and decommissioning of the facilities;
- full operating instructions for all systems; drawings, diagrams, charts, notices etc. to facilitate understanding of safe operation and maintenance;
- a maintenance schedule and consumables required to give reliable operation of the facilities.

## **SUPERVISION OF CONTRACT WORKS**

### **13) Project Manager Function**

The Conditions of Contract for the construction contracts are based on CDR FIDIC Conditions of Contract and special conditions. The Consultant will be required to obtain specific approval of the Employer before taking certain actions.

### **14) Construction Works and Materials Inspections and Approvals**

The Consultant shall supervise and inspect the construction works including, but not limited to, the following activities:

- supervising and inspecting the works of the contractors and suppliers for completion of the contract items in accordance with plans and specifications;

- monitoring environmental and health and safety requirements, whether specified or not, and ensuring that requirements are fulfilled;
- taking photographs during construction and installation and keeping a daily diary of construction activities;
- supervising all tests to be carried out by the Contractor and suppliers;
- supervising and preparing final evaluation of all measurements made by the Contractor including the provision of all necessary measurement instruments;
- supervising the assembly, installation, preliminary tests, initial operation and preparation for commissioning of all machinery and equipment on site;
- supervising through qualified inspectors jointly with the Employer the execution of the acceptance tests prior to convening the taking over committee and issuing the Taking Over Certificate;
- preparing and submitting to the Employer inspection and test reports and certificates of acceptance;
- supervising the commissioning of all structures and plant. The Consultant shall assist in the involvement of concerned operating staff, co-ordinate testing and commissioning programs and prepare taking over certificates;
- administer dayworks as required;
- follow up on the manufacturing of all equipment to ensure compliance with the specifications, including monitoring of certificates of origin, and supervise their delivery to ensure compliance with contractual time schedules;
- follow up on packing, transportation and delivery, as well as temporary storage, and supervise the storage at site of all equipment, materials and supplies, together with ensuring that Letters of Credit are opened by the Contractor where appropriate;
- promote a good working environment and monitor labor relations, living and community relations to be able to identify potential problems and solve them promptly as set forth in the various contracts.
- Enforce the maintenance and protection of traffic procedures and schemes as detailed in the drawings
- enforce the CDR Safety, Health and Environmental Regulations.

- ensure that the Contractor complies with the contract in respect of insurance.

## **C) STAFF AND FACILITIES**

### **15) Consultant's staff**

The Consultant shall employ such staff as may be necessary to fulfil his obligations under the agreement. An assessment of the minimum staff required is set out in Appendix C. However, the Consultant shall make his own assessment of the staff necessary to fulfil his obligations.

No staff shall be mobilized until the Consultant has received formal written approval for each member of staff. Such approval shall be provisional. During the first three months of their duties, performance of each member of the Consultant's staff will be monitored. If the performance of a member of the Consultants' staff is inadequate, the Consultants shall provide a replacement.

### **16) Consultant's Facilities**

Office space and limited furnishings will be provided in the Contractor's site offices. The Consultant shall provide all other office furnishings required for his site staff. He shall 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 surveying equipment and other tools needed to carry out his supervision duties. On completion of his works he shall remove the offices provided by him and shall restore the site of the offices to their original condition.

# **Annex 1**

## **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, counties, 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, ...

### **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:

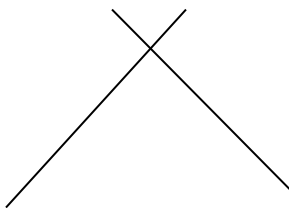
- 1- Attribute data in a GIS database are often abbreviated, coded, or unformatted. In order to make it easy for map-readers to understand the data, one should reformat it, provide aliases, or filter the data before including in the map
- 2- Attribute data that represent specific kinds of information, 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**

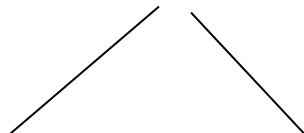
#### **4.5.1 Connectivity**

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:

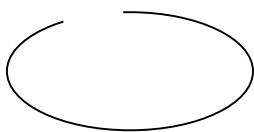
Overshoots



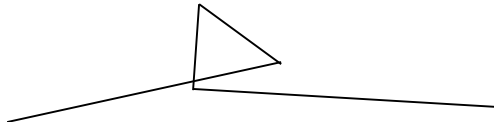
Undershoots



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 georeferenced 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 (ArcMap).
- 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 2**

### **VAT MANDATE - VALUE ADDED TAX**

Law # 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017

- 1- The Contractor/Consultant shall be registered in the Ministry of Finance – VAT Department to be able to invoice the VAT to the Council for Development and Reconstruction or obtain its refund from the Ministry of Finance, according to the financing source of the contract.

- 2- The Contractor/Consultant shall submit its offer without calculating the VAT in its unit price.

- 3- Method of invoicing the VAT for contracts totally financed by the Lebanese State:

The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.

- 4- Method of VAT invoicing/refund for contracts partially financed by foreign sources:

For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 3 above.

For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.

- 5- Methods of VAT refund for contracts totally financed by foreign sources:

The contracts totally financed by foreign sources shall be exempted from the VAT. In the event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/01/2002.)

This document was approved by virtue of decision # 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR; ; and amended as per Law No. 64 dated 26/10/2017.

## **Appendix B**

### **Reporting Requirements**

- The Consultant shall carry out and complete the Services in accordance with the requirements for RECORD KEEPING as specified in Appendix A.
- The Consultant shall prepare monthly progress reports in English reflecting the progress of the Contractor and highlighting the issues requiring attention. The Reports shall include sections on progress achieved, progress against programme, construction costs to date, projected cash flow, revised costs to completion, claims, claims and variations, complaints and third party claims, materials sourcing and testing (including test results).
- The Consultant shall submit all monthly reports, quality and work plans, technical submissions, manuals, programmes etc. in two original sets to CDR no later than two weeks from the end of the specific reporting period.
- The Consultant shall submit all valuation certificates, payment requests and supporting information etc. in one original set to the CDR.
- Where applicable, the Consultant shall approve the shop drawings prepared by the Contractor before implementation is carried out.
- At the end of the construction contract, the Consultant shall submit two sets of as-built drawings bearing his and the Contractor's signatures along with two soft copies (computer CD-ROM).
- Interim handing-over and completion reports.

## **Appendix C**

### **CONSULTANT'S KEY PERSONNEL**

#### **A . Construction Supervision (Including Assistance During Tender)**

The following Consultant's team is considered appropriate for the construction period. In addition to the field staff listed below, the consultant shall have available in his office a team of the qualifications listed below in order to support the field staff.

The Consultant shall make his own assessment for the staff needed and their time participation for carrying out the work but this must comprise at least the minimum specified here. The Consultant shall also make his own assessment of the staff necessary to perform the pre-construction Services and supervision of the Contractor during the defects liability period. The Consultant shall submit curricula vitae for the proposed site staff at this stage. The Client considers that success of the Project depends on the selection of an experienced and respected Project Team. Submission of Letters of Attestation for the candidates for the posts of Project Manager and Resident Engineer may offer the Consultant an advantage in the selection and evaluation process and candidates for this position must be available during the evaluation period for interview, which is expected to take place during the 3<sup>rd</sup> quarter of 2025.

#### **Project Manager**

- A minimum of B.Sc. degree in Civil Engineering or Highway Engineering with at least 20 years experience in design, construction, rehabilitation and maintenance of paved roads.
- At least 15 years experience in project management, contract administration, road design, construction supervision and application of design standards.
- Languages: English and either French or Arabic.

#### **Field Staff**

##### **i. Resident Engineer (Full Time)**

- A minimum of B.Sc. degree in Civil Engineering with 20 years experience out of which at least 10 years in fields directly related to roads project works. Duties include overall responsibility for direction of staff. Maintaining contact with Client and Consultant's head office. Liaison with public authorities and general members of the public. Maintaining control of programming, claims and variations. Issuing instructions to Contractor.

- Languages: English and either French or Arabic.

ii. Materials Engineer (FullTime)

- A minimum of B.Sc. degree in Geotechnical Engineering or related field with at least 10 years experience in materials testing and pavement design for projects located in different types of terrain and soils and with different types of traffic loading; with extensive experience in asphalt pavement overlay techniques.
- Languages: English and either French or Arabic.

iii. Senior Site Engineer (Full Time)

- A minimum of B.Sc. degree in Civil Engineering with. 7 years experience out of which at least 5 years in fields directly related to road project works. Responsible for control of engineering works. Liaison with public authorities and members of the public. Responsible for direction of site staff. Liaison with Contractor's staff.
- Languages: English and either French or Arabic.

iv. Topographic Surveyor (Full Time)

- Diploma in Land Surveying with 5 years experience of similar works. Responsible for checking the Contractor's setting out, establishing control systems and temporary bench marks. Checking line and level of completed works and quantity take-off.
- Languages: English and either French or Arabic.

v. Senior Inspector of Works (Full Time)

- A minimum of technical diploma in Civil Engineering with 15 years experience in similar works. Responsible for supervision of site works – materials and workmanship. Maintaining records of the Contractor's activities, plant and labour. Maintaining records of complete works.
- Languages: English and either French or Arabic.

vi. Traffic Safety Coordinator Officer (Part Time)

- A minimum of 7 years of experience in similar works. The appointed Traffic Coordinator Officer shall Review the traffic management plans and traffic diversions during construction and ensuring all temporary traffic diversions are maintained in a safe clean condition for the road users,

monitor all temporary road networks on the construction site to ensure safe use, Including intersections, speed limits, visibility, signage, etc.

- Languages: English and either French or Arabic.

vii. ESOHS Expert (Part time)

- A degree in any of the following: Environmental Engineering, Chemical Engineering, Civil Engineering, Environmental Science or Environmental Technology or Environmental Public Health. A Master degree is a plus;
- At least eight (8) years of Experience in monitoring and supervising occupational health and safety in construction sites (preferably road projects);
- Certified Safety Auditor is a plus from an international recognized institution (such as NEBOSH or IRCA or OSHA);
- Languages: English and either French or Arabic.

## **B. Office Support Personnel**

The Consultant shall provide suitably experienced competent personnel to provide design and technical support for the field staff when necessary.

All such staff are to be fluent in the written and spoken use of the English Language, and shall also be fully computer literate.

The Consultant's key personnel proposed shall include but not necessarily limited to:

### **(i) Road Maintenance Engineer**

- A minimum of B.Sc. degree in Civil Engineering or Highway Engineering with at least 15 years experience in design, construction, rehabilitation and maintenance of paved roads.
- At least 10 years experience in geometric road design and application of design standards.
- Languages: English and either French or Arabic.

### **(ii) Pavement Design / Materials Specialist**

- A minimum of B.Sc. degree in Geotechnical Engineering or related field with at least 10 years experience in materials testing and pavement design for projects located in different types of terrain and soils and with different types of traffic loading; with extensive experience in asphalt pavement overlay techniques.

- Languages: English and either French or Arabic.

**(iii) Structural Engineer**

- A minimum of B.Sc. degree in Civil Engineering or Structural Engineering, with at least 15 years experience in road structure supervision including pre-stressed bridges, retaining walls and culvert design. With experience in reinforced concrete bridge strengthening and maintenance.
- Languages: English and either French or Arabic.

**(iv) Traffic Engineer**

- A minimum of B.Sc. degree in Civil Engineering, with at least 10 years experience in traffic engineering to include planning, traffic surveys, preparation of traffic analysis for junctions and intersections, traffic signal phasing and timing, intersection channelization, and preparation of maintenance and protection of traffic plans.
- Languages: English and either French or Arabic.

**(v) Contract Specialist**

- A minimum of B.Sc. degree in Civil Engineering with at least 12 years experience in management of Civil Engineering Contracts, including contract procurement and claims management.
- Languages: English and either French or Arabic.

**(vi) Drainage Engineer**

- A minimum of B.Sc. degree in Civil Engineering or Hydraulic Engineering, or related field, with at least 12 years drainage design experience in road and road infrastructure design projects including hydrological analysis and experience in mitigation measures.
- Languages: English and either French or Arabic.

**(vii) Planning Engineer**

- A minimum of B.Sc. degree in Civil Engineering, or related field, with at least 7 years in project planning & control.
- Languages: English and either French or Arabic.

**(viii) Environmental Engineer/ Landscape Architect**

- A minimum of BSc Degree or equivalent in Environmental Engineering or Landscape Architecture or related field, with at least 6 years experience in environmental monitoring and landscaping of road and bridge projects.
- The Environmental Engineer/ Landscape Architect must be available throughout the Contract Period and spend a minimum of one day a month on site to address all issues related to and arising from the Environmental Impact Assessment.
- Languages: English and either French or Arabic.

## **WORKING HOURS**

The Consultant's personnel will be expected to work such hours as are necessary to carry out their duties. During site construction and installation works the Consultant shall ensure that his staff are on site at all times when the Contractor is working. It should be noted that the Contractor maybe requested to proceed to work day and night with several independent working teams having multiple staff shift.

## **Curricula Vitae**

Curricula Vitae shall be presented to CDR, in accordance to Annex D2.

## **Appendix D**

### **Technical Information to be submitted by Consultant**

The Consultant shall prepare and submit the following technical information concerning the Consulting firm and the performance of the Services:

- (a) Annex D1 - details of the Consulting Firm.
- (b) Annex D2 - commitment to personnel capabilities.

## Annex D1

### 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 specializations;
- names and addresses of associate consulting firms proposed to be involved and details of the parts of the services they will carry out;
- charts showing the firm's organizational and staffing structure;
- total number of permanent professional staff and those specialized in services similar to this assignment;
- availability of adequate back-up facilities if required.

**1 Details of experience of similar assignments** during the past 10 years.

The bidder shall prepare and submit details of the following:

**Details of experience of similar assignments** in the past 10 years to include:

**The firm's experience in the field of the assignment** based on the information provided below including Details of experience of similar assignments during the period between January 01, 2015 and December 31, 2024 as main Supervision consultant as follows:

- One (1) completed road rehabilitation/road maintenance/road construction project in Lebanon as main supervision consultant with final acceptance certificate shall be provided with total construction cost value of minimum **USD 3 million or more**. Certified completion certificate, signed and stamped by client, shall be submitted.  
Or
- Two (2) completed road rehabilitation/road maintenance/road construction projects in Lebanon as main supervision consultant with final acceptance certificates shall be provided with total combined construction cost value of minimum **USD 3 million or more**. Certified completion certificates, signed and stamped by clients, shall be submitted for each of the two contracts.

The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all contract prices expressed in various currencies into a single currency is the Lebanese Pound. The source of exchange rate shall be the Central Bank of Lebanon.

## Annex D2

### COMMITMENT TO PERSONNEL CAPABILITIES

Name of Applicant: .....

Being duly authorised to represent and act on behalf of

\_\_\_\_\_

The undersigned declare that, if they are awarded the CONTRACT, the following personnel, with the experience requirements specified hereafter, will be provided for the purposes of works.

**CVs of all members listed in Appendix C should be submitted along with relevant copies of the academic degrees and professional registrations in relevant professional bodies. Also each proposed member of the staff should sign a declaration of availability for the period envisaged for the assignment. Failure to provide any of the above requested documents will result in automatic elimination of the bid.**

(Insert here the names of key personnel required for the project. At minimum the list from Appendix C should be inserted here)

CV's of all personnel, Construction Supervision and Office Support staff, should be presented

(Use one sheet for each of *“Construction Supervision”* and *“Office Support”* personnel).

CV's of key personnel as listed in Appendix C Section A only will be evaluated.

In case of Joint Venture, the Project Manager and the Resident Engineer shall be employees of the lead partner of the JV. Other field personnel should be distributed among all partners of the JV according to their corresponding shares.

<b>Signed</b>	<b>Signed</b>
<b>Name</b>	<b>Name</b>
<b>For and on behalf of (name of Applicant)</b>	<b>For and on behalf of (name of partner)</b>

## APPENDIX E

### **Remuneration of the Consultant for Consulting Services for the Assistance during Tender and Construction Supervision for the Maintenance and Rehabilitation of some Roads and Bridges within the City of Beirut Pursuant to Decree 14298 dated November 21, 2024.**

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

(a) Annex E1 - Financial Proposal for Construction Supervision.

<b>Consultancy service</b>	<b>Remuneration Lebanese Pounds</b>
Total for Construction Supervision (Office Backup + Field Personnel) (insert from Annex E1)	

Note:

- The fee above is for comparison and budgeting.

**Annex E1**

**Remuneration of the Consultant for  
Construction Supervision**

- 1 Based on the Draft Contract and Appendices A to E inclusive, the Services specified therein for Office Backup support shall be carried out by the Consultant for a fixed percentage fee of ----% of the executed works for the Project currently estimated at **230 Billion Lebanese Pounds** for which would be equal to a fee of **Lebanese Pounds -----**-----).
- 2 The construction supervision period is estimated to be 12 months which would result in a total man-month fee of (Lebanese Pounds ..... ) [*Consultant to insert amount in figures*] ( ..... ) [*Consultant to insert amount in words*] which is equivalent to .....% of the estimated construction cost.
- 3 The total fee above is for comparison and budgeting. The Consultant's fee will be re-calculated based on the actual value of the executed works for the Project, using the percentage fees shown above and based on the value of the tender of the project works. At the completion of the project works, the supervision fees will be determined using the percentage fees above and based on the actual cost of the executed works.
- 4 The Consultant's monthly invoices shall be the sum of the percentage fee based on the executed construction works and the remuneration for field personnel.
- 5 The Consultant's price shall be deemed to cover all costs including salaries, allowances and other costs of personnel, 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 subcontractors, materials or equipment and head office charges and support associated with the Services.
- 6 No additional payments will be paid for additional services (i.e. re-design) unless specifically instructed by the Client and agreed upon in advance between the Client and the Consultants.

**Annex E2**

**Remuneration of the Consultant for Consulting Services for the Assistance during Tender  
and Construction Supervision for the Maintenance and Rehabilitation of some  
Roads and Bridges within the City of Beirut Pursuant to Decree 14298 dated  
November 21, 2024.” Project**

<b>Office Backup</b>	<b>Fixed percentage fee</b>	<b>Remuneration (Lebanese Pound)</b>
Estimated construction cost: 230,000,000,000 Lebanese Pound	X%	2,300,000,000 Lebanese Pound

<b>Field personnel</b> (Estimated construction duration 12 months)	<b>Man- Month</b>	<b>Monthly Remuneration</b>	<b>Remuneration (Lebanese Pound)</b>
Resident Engineer	12		
Materials Engineer	6		
Site Engineer	12		
Topographic Surveyor	12		
Senior Inspector of Works	12		
Traffic Coordinator Officer	6		
ESOHS Expert	6		
<b>Sub-Total for Field Personnel (Lebanese Pound)</b>			

<b>TOTAL FOR CONSTRUCTION SUPERVISION EXCLUDING VAT</b> (Office Backup + Field Personnel)	
<b>VAT (11 PERCENT)</b>	
<b>TOTAL FOR CONSTRUCTION SUPERVISION INCLUDING VAT</b> (OFFICE BACKUP + FIELD PERSONNEL)	
<b>Percentage of Estimated Construction Cost (%)</b>	

Note:

- The fee above is for comparison and budgeting.
- VAT is applicable.

## APPENDIX F

### SPECIMEN FORM

#### BANK GUARANTEE FOR ADVANCE PAYMENT

To: Council for Development and Reconstruction

Tallet el Serail

P.O.Box 11/3170

Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Advance payment No \_\_\_\_

According to the terms of contract, dated \_\_\_\_\_, for the \_\_\_\_\_

\_\_\_\_\_, 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 his 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 his contractual obligations.

The failure of the Consultant to comply with his 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:

## APPENDIX G

### 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 \_\_\_\_\_ 20\_\_\_\_.

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]

*(The bid security submitted by the bidder shall be in strict conformance with the above sample form. Any alternate form / text would result in the rejection of the bid.)*

## APPENDIX H

### SPECIMEN FORM

#### BANK GUARANTEE FOR GOOD PERFORMANCE OF THE CONTRACT

To : Council for Development and Reconstruction  
Tallet El Serail  
P.O. Box 116/5351  
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No\_\_\_\_

According to the terms of contract, dated\_\_\_\_, for the \_\_\_\_\_, 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  
as a primary obligator and not as a 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 his contractual obligations.

The failure of the Consultant to comply with his 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 valid until .....(insert date) or until Final Acceptance of the Consultant's services  
by CDR, whichever comes later.

DATE:

SIGNATURE OF THE BANK

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**Appendix I: Power of Attorney for Firm's Representative**

The Representative of the moral person that will be declared successful bidder has the necessary prerogatives to carry out any legal proceeding or measure in connection with the tender, and that said representative should submit for this purpose an official document proving that he is the holder of such prerogatives, namely when the act is of disposal nature such as to waive, to release, to cash, to disclaim and to acknowledge, provided that said document is not older than three months from the date of the tender submission.

### **Appendix J: Declaration of Integrity**

**Name of Bid:** \_\_\_\_\_

**Contracting Authority:** \_\_\_\_\_

**Name of the bidder/authorized signatory for the company:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

We the undersigned confirm the following:

1. Neither we nor our employees, partners, agents, shareholders, advisors or their relatives have any relationships that may give rise to a conflict of interest in the subject matter of this transaction.

2. We will inform the Public Procurement Authority and the contracting authority in the event of a conflict of interest or discovery.

3. Neither nor will any of our employees, partners, agents, shareholders, advisors or their relatives engage in fraudulent, corrupt, coercive or obstructive practices in connection with our offer or proposal.

4. Neither we, nor any of our partners, agents, shareholders, consultants, or their relatives, made any payments to the employees, partners, or employees participating in the purchase process on behalf of the contracting authority, or to anyone else

5. In the event that we violate this declaration and undertaking, we will not be eligible to participate in any public bidding whatever its subject and we accept in advance any exclusion measure taken against us and we undertake at our full will not to dispute it.

Any false information will expose us to prosecution by the competent references.

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**Appendix K**  
**KEY PERSONNEL**

<b>Designation</b>	<b>Name and Nationality</b>	<b>Summary of Experience</b>	<b>Qualifications, and Present Occupation</b>
<p><u>Headquarters:</u></p> <p>Partner/Director in charge</p> <p>Other key staff (list Below)</p> <p><u>Site Office:</u></p> <p>Site Superintendent</p> <p>Deputy Superintendent</p> <p>Supervising Engineers</p> <p>Construction Supervisors</p> <p>Other key staff (List below)</p>			

\* The Bidder shall list in this Schedule the key personnel that he proposes to employ at headquarters and on site to execute the Works, together with their qualifications, experience