



REPUBLIC OF LEBANON

Council for Development and Reconstruction

Treatment of Municipal Solid Waste

Service Area

Beirut City and Mount Lebanon Mohafaza

(excluding Jbeil Caza)

Request for Proposals

June 2021

Part I

Instructions to Bidders

(Final)



Rafik El - Khoury & Partners
Consulting — Engineers

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

PART I	:	Instructions to Bidders
PART II	:	Bid Forms
PART III	:	Treatment Service Agreement
PART IV	:	Project Information Memorandum

Table of Contents

1. Project Overview	1
1.1 General	1
1.2 Contractual and Commercial Conditions	1
1.3 Technical Description of Project	1
2. Definition of Terms	2
3. Key Project Features	4
3.1 Description of Existing Treatment Services	4
3.2 General Technical Requirements	5
3.3 Implementation Schedule	7
4. Legal, Contractual and Commercial Information	8
4.1 Legal Form of Bidder	8
4.2 Eligibility and Qualification of Bidder	8
4.3 Laws and Regulations	9
4.4 Permits and Licenses	9
4.5 Treatment Service Agreement	9
5. Proposal Preparation	10
5.1 Proposal Submission Requirements	10
5.2 Compliance with Instructions	11
5.3 Pre-Bid Meeting	11
5.4 Project Data	11
5.5 Request for Clarifications	11
5.6 Addenda to RFP	12
5.7 Deadline for Submission of Proposals	12
5.8 Late Proposal	12
5.9 Period of Validity of Proposal	12
5.10 Content of Proposal	13
5.11 Language of Proposal	14
5.12 Currency of Proposal	14
5.13 Letter of Conveyance	14

5.14	Bid Bond	15
5.15	Modification of Proposal, Withdrawal of Proposal	15
5.16	Bid Opening and Confidentiality	16
5.17	Cost of Bidding	17
6.	Selection of Proposals and Agreement Award Procedure	18
6.1	Clarifications of Proposals	18
6.2	Determination of Responsiveness	18
6.2.1	Substantial Responsiveness	18
6.2.2	Rejection	18
6.3	Eligibility and Qualification of Bidder	19
6.3.1	Average Annual Turnover	19
6.3.2	Experience / References	19
6.3.3	Joint Venture Requirements	20
6.3.4	Access to Liquid Assets	21
6.4	Evaluation of Technical Proposals	21
6.5	Evaluation of Financial Proposals	22
6.6	Agreement Award Procedure	23
6.6.1	Right to Accept any Proposal and to Reject any or all Proposals	23
6.6.2	Selection of Preferred Bidder	23
6.6.3	Negotiations	23
6.6.4	Notification of Agreement Award	23
6.6.5	Signing and Effectiveness of Agreement	24
6.6.6	Notification to Unsuccessful Bidders	24
6.7	Performance Security	24
6.8	Banking Secrecy	24
7.	Disclaimer	25
8.	Boycott of Israel	26
9.	Bid Forms	27
	Bid Form A – Form of Letter of Conveyance	27
	Bid Form B – Form of Bid Bond	27
	Bid Form C – Qualification, Legal Organization and References of Bidder	27

Bid Form D – Technical Data	27
Bid Form E – Implementation Schedule	27
Bid Form F – Pricing	27
Bid Form G – Breakdown of Costs	27
Bid Form H – Form of Bank Certificate for Financial Capabilities	27

1. Project Overview

1.1 General

The Lebanese Government represented by the Council for Development and Reconstruction (CDR) is launching a tender for qualified parties to bid for Municipal Solid Waste Treatment Services.

The Tender Documents for Treatment Services consist of one Request for Proposal (“RFP”) for Treatment Services, covering the Service Area of Beirut City and Mount Lebanon Mohafaza (excluding Jbeil Caza), and overall treatment capacity range of 2,500 (low) to 3,500 (high) Tons/Day (as further specified in this RFP).

By this Request for Proposal (“RFP”), CDR invites qualified companies or Joint Ventures of companies (each a “Bidder”) to submit proposals (each a “Proposal”) for the provision of Treatment Services in the Service Area of Beirut City and Mount Lebanon Mohafaza (excluding Jbeil Caza), hereinafter collectively referred to as “Treatment Services” in the Service Area subject of this RFP.

The Service Area is further described in Section 3 hereof. Detailed descriptions, including maps indicating the location of the Service Area to be served as well as the Existing Treatment Facilities that are presently in operation, are included in Volume 1 of Part IV (Project Information Memorandum) of this RFP.

The Treatment Services to be rendered by the Contractor are specified in detail in Part III (Treatment Service Agreement) of this RFP.

Proposals for Treatment Services in the designated Service Area will be evaluated and ranked for negotiation of Agreement implementation.

Submitted proposals shall fully comply with the requirements of the RFP of the Treatment Service Agreement related to the designated Service Area. Each Proposal will be evaluated on its own merits. Proposals must be submitted for the whole of the Service Area. Proposals submitted for parts of the Area will be rejected.

1.2 Contractual and Commercial Conditions

The Successful Bidder will enter into a Treatment Service Agreement with CDR. The duration of the Service Agreement shall be four (4) years of operation and maintenance of the existing Treatment Facilities, starting from the Signing Date / Notification Date.

Under this Agreement, CDR will pay for the Treatment Services to be performed by the Contractor in accordance with the provisions of the Treatment Service Agreement.

A draft Treatment Service Agreement is included in Part III of this RFP.

1.3 Technical Description of Project

The Technical Specifications and Requirements to be considered, by the Bidder in the preparation of its Proposal, and the Contractor during the Agreement implementation, are summarized in Section 3 of this Part I (Instructions to Bidders, ITB) and further specified in Part III (Treatment Service Agreement) and Part IV (Project Information Memorandum) of this RFP.

2. Definition of Terms

Capitalized terms used in any part of this Part I (Instructions to Bidders, ITB) of this Request for Proposals (the “RFP”) shall have the meaning set forth below or, if not specifically defined below, as set forth in the Treatment Service Agreement included in Part III (Treatment Service Agreement) of this RFP.

“**Addendum**” means an addendum to this RFP in accordance with Section 5.6.

“**Agreement**” or “**Service Agreement**” means the Treatment Service Agreement as further specified in Section 4.5 hereof and included in Part III (Treatment Service Agreement) of this RFP.

“**CDR**” means Council for Development and Reconstruction.

“**Bid**” has the same meaning as Proposal or Tender.

“**Bid Bond**” means the Bid Security to be furnished by the Bidder pursuant to Section 5.14.

“**Bidder**” means any company or joint venture, which confirms to CDR its intention to submit a Proposal in response to this RFP.

“**Bid Forms**” means the forms that each Bidder must submit with its Proposal, as contained in Part II (Bid Forms) of this RFP.

“**Contractor**” means the company performing the Services under the Treatment Service Agreement.

“**Collection Services**” means, collectively, all Services related to public cleaning, collection of MSW and transportation thereof to the Treatment Facilities.

“**Deadline for Submission of Proposals**” has the meaning given to such term in Section 5.7.

“**Disposal Services**” means, the Sanitary Landfilling of Municipal Solid Waste.

“**Existing Treatment Facilities**” means any of the Treatment Facilities existing in the Service Area under consideration in this RFP, and as further described in Section 3.1 hereof and in Volume 1 of Part IV of this RFP.

“**Financial Proposal**” has the meaning given to such term in Section 5.10 hereof.

“**Implementation Schedule**” means the schedule for implementation of the Treatment Service Agreement as specified in Section 3.3 hereof and in accordance with the requirements of Bid Form E – Implementation Schedule of Part II (Bid Forms) of this RFP.

“**Letter of Conveyance**” has the meaning set forth in Section 5.13 hereof.

“**Municipal Solid Waste**” or “**MSW**” means all solid wastes produced by the MSW producers, comprising residential waste; commercial and institutional waste; bulky waste; green waste; market waste; small quantities of demolition debris; hazardous waste from households and small enterprises; waste discharged in public litter bins; street sweeping waste and litter. Municipal Solid Waste shall not include agricultural waste; sewage sludge; old and abandoned cars; slaughterhouse waste; infectious and hazardous medical waste; construction and demolition waste; industrial hazardous waste; radioactive waste; and explosives.

“Performance Security” means the performance security to be furnished by the Successful Bidder in accordance with Section 6.7 hereof.

“Project Data Room” is defined in Section 5.4 hereof.

“Proposal” is defined in Section 1.1 hereof.

“Request for Proposal” or **“RFP”** means this complete bid document for soliciting Proposals and any future additions or amendments thereto.

“Services” means, the Treatment Services as further specified in Part III (Treatment Service Agreement) of this RFP.

“Service Area” means the geographical area for which MSW management services are tendered under this RFP, as further specified in Volume 2 of Part IV (Project Information Memorandum).

“Sites” means, collectively, those parcels of land as specified in this Agreement which shall be secured and provided by the Contractor for TREATMENT related Facilities including but not limited to buildings for its personnel, labor, and fleet maintenance workshops and parking spaces, in order to perform the TREATMENT Services, and in accordance with the requirements of this Agreement for site selection.

“Successful Bidder” has the meaning as set forth in Section 6.6.4 hereof.

“Technical Proposal” has the meaning given to such term in Section 5.10 hereof.

“Treatment Facilities” means collectively the “Existing Treatment Facilities” and any new facilities for sorting and composting, fulfilling the requirements of Part III (Treatment Service Agreement) of this RFP.

“Treatment Services” means, collectively the Treatment Services, that is, the services of the Treatment Facilities mentioned above in this Article.

3. Key Project Features

3.1 Description of Existing Treatment Services

The Service Area covers Beirut City and Mount Lebanon Mohafaza (excluding Jbeil Caza), of a total daily MSW quantity to be treated ranging from 2500 (low) to 3,500 (high) Tons/Day (as further specified in this RFP).

The above designated Service Area (Service Area) will cover the below sub-areas or lots that have separate Collection Services as follows:

- Beirut City (Administrative Beirut),
- Lot 1: Metn Caza and Kesrouan Caza,
- Lot 2: Baabda Caza, Aaley Caza, and Chouf Caza.

As mentioned above, these sub-areas or lots have independent Collection Services under separate Collection Service Agreements.

A detailed description of the Service Area, subject of this RFP, including maps, limits and geographic boundaries, existing Solid Waste Facilities (for Treatment and Landfilling) and related Sites, are included in Volume 1 of Part IV (Project Information Memorandum) of this RFP.

It is to be noted that in the year 2019, the MSW quantity collected in Beirut and most of Mount Lebanon Mohafaza (excluding Jbeil Caza) amounted to approximately 1,240,000 t/a, with a daily generation average of approximately 3,400 t/d.

Existing Treatment Services:

MSW collected within the designated Service Area, are presently brought to the existing Sorting Plants of Quarantina and Amrousieh, while the bulky waste, including green waste, and separated recyclables are brought to the Warehouse Storage Facility in Bourj Hammoud.

As mentioned above, the Collection Services in the Service Area, subject of this RFP, are provided, separately, under 3 independent Collection Service Agreements for 3 independent Service lots within the designated Service Area.

MSW Treatment Services in Beirut and Mount Lebanon (excluding Jbeil Caza) are presently performed by “JCC-SORIKO” company as clarified below:

- MSW collected within Beirut and Mount Lebanon (excluding Jbeil Caza) are brought to the Sorting Plants of Quarantina and Amrousieh, and in the case of bulky waste, including green waste, and separated recyclables to the Warehouse Storage Facility in Bourj Hammoud.
- “Organic” waste materials, separated in the above sorting plants, are transported to the Coral Composting Plant (composting capacity of 750 t/d, initially built in 1997 with windrow composting of 300 t/d, and upgraded to tunnel composting technology of 750 t/d in 2018).

- The Warehouse Storage Facility in Bourj Hammoud receives bulky and green waste (mainly wooden items), which are shredded and then transported to the sanitary landfills of Costa Brava (Ghadir) and Bourj Hammoud - Jdeideh.
- Baled and wrapped MSW (baled and wrapped in the above Sorting Plants), is currently landfilled, in the sanitary landfills of Ghadir (Costa Brava) Sanitary Landfill and Bourj Hammoud - Jdeideh Sanitary Landfill.

3.2 General Technical Requirements

Bidders tendering for the Treatment Services in the designated Service Area have to meet the Specifications of Services under the Treatment Service Agreement included in Part III of this RFP.

The Successful Bidder will have to provide Treatment Services as specified in Part III (Treatment Service Agreement) of this RFP taking into consideration the Existing Treatment Facilities in the designated Service Area, as described in Volume 1 of Part IV.

The Existing Treatment facilities, will be made available free of charge to the Successful Bidder for performing the Treatment Services provided that they will pay all related service duties and utilities pertaining to these facilities, excluding any municipal taxes.

During the term of the Service Agreement, the Successful Bidder shall sort and compost any MSW delivered from the Service Area to its Treatment Facilities.

The Existing Sorting Facilities can treat, through sorting, 4,200 Tons/Day, distributed as follows over the Service Area of Beirut City and Mount Lebanon Mohafaza (excluding Jbeil Caza):

- The Quarantina Sorting Facility can treat an approximate quantity of 1800 Tons/Day
- The Amroussieh Sorting Facility can treat an approximate quantity of 2400 Tons/Day

It is to be noted that part of the waste generated in Beirut City (250 Tons / Day) used to be sent to Saida Treatment Facility for sorting and composting. At present, all the waste generated in Beirut City is sent to the Quarantina Sorting Facility. As such, this generated waste is considered as part of the mass flow of wastes to be treated at the said Quarantina Sorting Facility.

The upgraded Coral Composting Facility has a composting capacity 750 Tons / Day of Compostable Organics. The Contractor shall fully operate the Coral Composting Plant, including, in addition to composting, wastewater disposal, leachate treatment and other basic services, as further specified in Part III (Treatment Service Agreement) of this RFP.

Throughout the term of the Agreement, the Successful Bidder will have to accept and treat MSW generated in the Service Area and ultimately divert the resulting MSW Rejects for Landfilling (by another Contractor), as further specified in Part III (Treatment Service Agreement) of this RFP.

The technical specifications and requirements of the Treatment Services to be considered by Bidders are further specified in Part III (Treatment Service Agreement) of this RFP.

Throughout the term of the Service Agreement, the Successful Bidder will have to undertake to provide Treatment Services in the designated Service Area, as further specified in the Treatment Service Agreement, and at the Designated Treatment Facilities, as indicated in Part IV – Volume 1.

When new treatment facilities are constructed by CDR in the designated Service Area, during the term of the Treatment Service Agreement, the CDR may assign the Successful Bidder (Contractor) the operation of these new treatment facilities on similar basis of the signed Treatment Service Agreement (for Existing Treatment Facilities).

Each Municipality is allowed to join the Service Area covered by the Agreement of Treatment Services or to fulfill their own services in the future.

The Existing Treatment Facilities to which the collected Municipal Solid Waste will be transported are sufficiently described in Part IV (Project Information Memorandum) of this RFP. The Existing Treatment Facilities that constitute the Treatment Services are as follows:

- Quarantina Sorting Facility,
- Amroussieh Sorting Facility,
- Coral Composting Facility,
- Bourj Hammoud Warehouse.

Bidders must develop and submit as part of their proposals a Landfill Disposal Concept proving that a **maximum percentage of the total amount of MSW** that will be delivered at the Treatment (Sorting) Facilities each month, is allowed to be landfilled as per below formula:

$$\text{LAR (t/d)} = \text{Incoming Waste (t/d)} - \text{Compost \& Leachate (t/d)} - 0.12 \times \text{Incoming Waste (t/d)}$$

Where:

- LAR: Landfill Allowable Ratio (in tons/day; t/d),
- Incoming Waste: MSW tonnage (amount) delivered at the Sorting Facilities (in tons/day; t/d),
- Compost & Leachate: the produced compost and generated leachate at the Composting Facilities (in tons/day; t/d).

The maximum allowable landfilling percentage (Landfill Allowable Ratio; LAR) shall be determined and presented by the Bidders in their respective proposals. This percentage becomes applicable and enters into effect following the commissioning of all the upgraded Treatment Facilities. Up to 20% (by weight) of the MSW Organic Waste that will be delivered at Coral Composting Plant (750 tons / day) from Sorting Facilities, is allowed to be landfilled.

This maximum allowable percentage (LAR) will become lower and only applicable following the completion of construction, commissioning, and start of operation of Costa Brava Composting Plant (750 Tons / Day) by another operator. In such conditions, the Compost & Leachate fraction of LAR will increase as the overall composting capacity in the Service Area will be higher (doubled) (additional 750 Tons / Day following the commissioning and start of operation of Costa Brava Composting Plant). It is to also note that up to 20% (by weight) of MSW Organic Waste delivered at Costa Brava Composting Plant from Sorting Facilities is allowed to be landfilled.

The Contractor shall always ensure to operate the Coral Composting Plant at full capacity (750 tons/day).

The percentages of output Compost Materials (Compost “Grades B to D” and “Grade A” in case of source separation of organic waste), at Coral Composting Plant, shall be determined by the Bidders in their Proposal, taking into consideration that the percentage of output Grade B Compost shall not be less than 25% of the total amount of the output compost materials that will be produced at the Costa Brava Composting Facility each month.

Any organic material, which shall be sent for landfilling, must be treated to reach stabilization and the Maturation Degree III or equivalent, as described further in Part III (Treatment Service Agreement) of this RFP prior to being landfilled.

The selected Bidder shall be committed to secure site(s) and buildings for its personnel, dormitories for its labor, maintenance workshops and parking spaces during the term of its Agreement.

Bidders have to provide their Bids for the whole Service Area. Any Proposal has to cover the complete Service Area. Proposals for parts of the Service Area will be rejected.

3.3 Implementation Schedule

Each Bidder’s Proposal must describe in Bid Form E – Implementation Schedule, included in Part II of this RFP, an Implementation Schedule that strictly adheres to the following critical milestones:

Milestone	Latest Date
Submission of Proposals	As per the Announcement of the Tender
Commencement Date of Treatment Services	Within 2 months after Contract Signing and Notification for the Treatment (Sorting and Composting) Facilities

4. Legal, Contractual and Commercial Information

4.1 Legal Form of Bidder

Proposals may be submitted by Bidders, submitting their proposal solely or as a joint venture, eligible for public tenders under the laws of the Republic of Lebanon. If the Bidder is a joint venture, the latter may consist of a maximum of two (2) members only, whereby one member of the joint venture shall be a Lebanese Contractor prequalified at CDR to execute works for projects of values greater than **10 million USD** in any category of General Civil Engineering Works or Roads or Buildings, and the other member of the joint venture may be an international firm.

The Managing Member (Leader) must be a business organization duly organized, existing and registered and in good standing under the laws of the Republic of Lebanon. No Bidder submitting as a joint venture may include a member which is a member of another Bidder (sole or joint venture) or affiliate thereof; otherwise both Bidders will be rejected. Any introduction of, or changes to, the joint venture members by a Bidder after the submission of its Proposal shall not be allowed.

The Managing Member (Leader) will be authorized to act and receive instructions on behalf of all the joint venture members. **The Managing Member may be an entity which is not experienced in MSW Treatment services.** However, the other joint venture member shall be an entity experienced in MSW Treatment Services of MSW similar to the one(s) being tendered as part of this RFP.

The Bidder must furnish evidence of its legal structure as a single company or a certified copy of the complete joint venture agreement (according to the Specimen of Joint Venture Agreement attached to this ITB), signed by all parties, as evidence of the legal structure of the joint venture including, without limitation, information with respect to:

- the legal and/or contractual relationship among the joint venture members; and
- the role and responsibility of each joint venture member.

The Bidder must also furnish powers of attorney authorizing the execution of such agreement by the appropriate representative(s) of each of the parties thereto.

Any concerned Bidder or member of a Bidder or all members of a Bidder shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: “Partnership Limited by Shares (Société en Commandité par Action)” (شركة توصية مساهمة) or “Stock Companies” (شركة مغلقة) 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.

4.2 Eligibility and Qualification of Bidder

CDR will review the references provided by the Bidder as part of the evaluation process set forth in **Section 6** hereof. Relevant Bid Forms are included in Part II of this RFP. Fraudulent statements of references will lead to disqualification of the Bidder. Certified assurances regarding the financial structure and standing of any member of a joint venture are requested

in Bid Form C – Qualification, Legal Organization and References of Bidder included in Part II of this RFP.

4.3 Laws and Regulations

The Bidder shall at all times comply with the laws and regulations in force in the Republic of Lebanon. All Agreements to be entered into with CDR will be governed by and construed in accordance with the laws of the Republic of Lebanon.

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

4.4 Permits and Licenses

The Bidder shall be responsible for applying for and obtaining all permits and licenses necessary to submit his Bid and implement the Agreement. The Bidder shall satisfy himself of the procedures and timeframes required for such consents and licenses. It is emphasized that the responsibility for identifying and obtaining the consents and licenses rests solely with the Bidder. However, CDR will provide reasonable efforts to cooperate with the Successful Bidder in the identification of and facilitation of the application for such permits and licenses.

4.5 Treatment Service Agreement

The Successful Bidder will enter into a Treatment Service Agreement with CDR. A draft of the Treatment Service Agreement is included in Part III of this RFP.

The Treatment Service Agreement consists of two parts: (i) the “Conditions of Contract” and (ii) “Specifications of Services”. The “Conditions of Contract” contain all general commercial and legal terms governing the Treatment Services to be performed by the Contractor on behalf of CDR. The Specifications of Services contain all technical conditions governing the Treatment Services to be performed by the Contractor on behalf of CDR.

In accordance with Section 6.6.5 hereof, the Treatment Service Agreement will become effective upon placing by the Successful Bidder of the Performance Security in accordance with Section 6.7 hereof and receipt by CDR of copies of the necessary approved insurance certificates as stipulated in the Agreement, and agreed upon by both CDR and/or his representative and the Successful Bidder.

5. Proposal Preparation

5.1 Proposal Submission Requirements

Bidders must submit one (1) original and two (2) copies of their Proposal in the form described in Section 5.10 of this Part I of the RFP to the following address:

**Council for Development and Reconstruction
Tenders Department
Tallet Al Serail
Beirut Central District
Lebanon**

Below the above address, the following must be written in bold letters:

PROJECT NAME: Treatment of Municipal Solid Waste in Beirut City and Mount Lebanon (excluding Jbeil Caza)

SERVICE AREA: Beirut City and Mount Lebanon (excluding Jbeil Caza)

SERVICE CATEGORY: MSW Treatment Services

“SEALED PROPOSAL”

The Proposals shall be deposited at the above-mentioned address.

Proposals must be submitted by hand, on or before the Deadline for Submission of Proposals as set forth in Section 5.7. Neither electronic, facsimile nor telex submittal will be accepted. The submitted Proposals will be opened in two (2) consecutive opening sessions as set forth in Section 5.16.

The original Proposal submitted by the Bidder must include, but not limited to, the original of the **“Letter of Conveyance”** signed by a person or persons duly authorized to bind the Bidder to the Proposal and any resulting Agreement. If the Proposal is submitted by two members of a joint venture, a duly authorized person or persons of each such joint venture member shall sign the Letter of Conveyance. In each case, powers of attorney authorizing such persons to sign the Letter of Conveyance shall be provided.

The Bidder must enclose its Proposal in an outer envelope or box, obtained from CDR Tenders Department together with the Tender Documents, and duly seal it. The exterior of the sealed envelope or box must not reveal the identity of the Bidder; otherwise the Bid will be rejected. In addition, the inner envelopes shall indicate the name and address of the Bidder, as well as the description of relevant Volume as stated in section 5.10 of the Instructions to Bidders; i.e. Part I of the RFP. Any Proposal being declared as Late Proposal as defined in Section 5.8 of this Part I of the RFP, will be returned unopened. If the envelope or box is not sealed and marked as above, CDR will assume no responsibility for the misplacement of the Proposal.

Each Proposal must comprise three volumes: 1) an “Eligibility and Qualification Data Book”, 2) a “Technical Proposal” and 3) a “Financial Proposal”, each enclosed in a separately sealed envelope or box as set forth in Section 5.10 hereof. Each Volume must comprise three separate and sealed sets: one set of original documents completed, signed, stamped and returned and clearly marked “ORIGINAL”, and two sets of copies of the original set, each clearly marked “COPY”.

All Proposal documents must be securely bound and shall become the property of the CDR upon submission.

5.2 Compliance with Instructions

The objective of this RFP is to establish a single format to be followed by all Bidders submitting their Proposal and thereby ensuring a uniform and impartial evaluation and ranking of each Proposal. As such, this RFP also sets forth the ground rules in accordance to which the Proposals shall be completed.

The Bidder must submit its Proposal in strict accordance with the requirements of this RFP and must complete all Bid Forms (Part II of the RFP) and provide all information required. Additional or supplementary information, data, descriptions and explanations for clarification of the Proposal are desirable and shall be considered in its applicable context.

5.3 Pre-Bid Meeting

Bidders might be invited to attend a Pre-Bid Meeting at the CDR offices at the address mentioned in Section 5.1. The date of the pre-bid meeting will be as indicated in the Announcement relative to this RFP, or will be properly notified, by facsimile message, addressed to all interested Bidders who have purchased this RFP document. At the Pre-Bid Meeting, CDR will make a presentation on the principal features of the Bid, and Bidders will be given the opportunity to raise clarification requests.

5.4 Project Data

Project Data deemed essential for Bidders to prepare and complete their bidding proposals are made available to Bidders as part of the RFP documents. Volume 3 of Part IV of the RFP presents the Project Data Index that lists the set of documents related to the Service Area and Existing Treatment Facilities which will be operated by the Successful Bidder / Prospective Contractor.

5.5 Request for Clarifications

If a Bidder has any doubt as to the meaning or intent of any Sections hereof or requires additional information, such Bidder may, in writing, request clarifications from CDR. Such written requests shall be submitted to CDR by mean of a facsimile message through CDR Tenders Department facsimile number: +961 (Lebanon) - 1 (Beirut Code) - 981255 and must

be received no later than 21 days prior to the Deadline for the Submission of Proposals. Any clarification request received in a manner different than the above mentioned manner will not be considered.

In the interest of fairness, CDR will make all significant clarifications available to all Bidders who have purchased this RFP document.

Except as provided above, Bidders are not permitted to contact or communicate with any member of CDR on any matter related to this RFP.

5.6 Addenda to RFP

At any time prior to the Deadline for Submission of Proposals, CDR may delete, amend or modify the RFP in any respect through the issuance of one or more Addenda (each an "Addendum"). A copy of each Addendum issued by CDR shall be sent to each Bidder. The addressee shall acknowledge receipt of each Addendum in writing by return of the facsimile message through the CDR Tenders Department facsimile number: +961 (01) 981255. All Addenda issued by CDR shall become part of this RFP.

A Bidder's late receipt of an Addendum or failure to acknowledge the receipt of such Addendum shall not relieve the Bidder of being bound by such Addendum.

5.7 Deadline for Submission of Proposals

The Proposal must be received by CDR at the address specified in Section 5.1 hereof not later than 12:00 o'clock noon, Beirut Local time, on the date indicated in the Announcement (the "Deadline for Submission of Proposals"). CDR may, at its sole discretion, extend the Deadline for Submission of Proposals by issuing an Addendum to this RFP.

5.8 Late Proposal

Any Proposal received after the Deadline for Submission of Proposals shall be declared a "late" Proposal and shall be returned unopened to the Bidder. A "late" Proposal will not be considered even if it becomes "late" as a result of circumstances beyond the Bidder's control.

5.9 Period of Validity of Proposal

The Proposal shall remain valid and open for acceptance by CDR for a period of 120 days from the Deadline for Submission of Proposals. A Proposal valid for a shorter period will be rejected by CDR as non-complying.

In exceptional circumstances, CDR may, prior to the expiration of the Period of Validity of the Proposal, request the Bidder's consent to an extension of the period of validity of the Proposal. Both the request for extension and the response shall be made in writing or by facsimile. A Bidder may refuse to agree to the request without forfeiting its Bid Bond. If a

Bidder agrees to the request, its Bid Bond shall also be extended accordingly. A Bidder that agrees to the request will not be required nor permitted to modify its Proposal.

5.10 Content of Proposal

The Proposal prepared by the Bidder must be comprised of three volumes:

- Volume I – “Eligibility and Qualification Data Book”;
- Volume II – “Technical Proposal”; and
- Volume III – “Financial Proposal”.

Each Volume shall be put in a separate envelope or box marked in the same manner as the Proposal (see Section 5.1), including the name of the Service Area and Project and title of the volume (i.e. Volume I - “Eligibility and Qualification Data Book”, Volume II – “Technical Proposal” and Volume III - “Financial Proposal”). The Proposal must have the following contents:

VOLUME I: Eligibility and Qualification Data Book

- Cover letter
- Section A: Letter of Conveyance in the form of Bid Form A – Form of Letter of Conveyance included in Part II (Bid Forms) of this RFP.
- Section B: Information regarding the Bidder’s (and, if applicable, all joint venture members’) legal form, organization, financial strength and capability, experience and qualification, including:
 - Powers of attorney authorizing the persons who signed the Letter of Conveyance to bind the Bidder to the Proposal, which shall be notarized and authenticated by the relevant and appropriate authorities;
 - Copies of organizational documents (e.g. memoranda and articles of association) and copies of any partnership, joint venture or shareholders’ agreement.
 - Completed forms regarding Bidder’s eligibility and qualification according to Bid Form C – Qualification, Legal Organization and References of Bidder, included in Part II (Bid Forms) of this RFP.
- Section C: Bid Bond in the form of Bid Form B – Form of Bid Bond included in Part II (Bid Forms) of this RFP.
Bid Form H; Bank Certificate for Financial Capabilities as per Section 6.3.4 of this Part 1 of the RFP.

VOLUME II: Technical Proposal

- Section D: Technical project data, in accordance with Bid Form D – Technical Data included in Part II (Bid Forms) of this RFP. This must include a general plan for Treatment Services and staff information as required

from Bidders in Bid Form D – Technical Data included in Part II (Bid Forms) of this RFP.

- Section E: Information on proposed Agreement implementation including the Implementation Schedule in accordance with the requirements of Bid Form E – Implementation Schedule included in Part II (Bid Forms) of this RFP.

VOLUME III: Financial Proposal

- Section F: Financial Proposal in accordance with Bid Form F – Pricing and Bid Form G – Breakdown of Costs included in Part II (Bid Forms) of this RFP, providing details of the expected investment in the existing Composting Facility, operation and maintenance costs, and pricing. Bid Form
- Section H: Detailed and broken down documentation of calculation of costs including, if and where applicable, masses and quantities as well as the unit costs for design, materials needed for construction, cut and fill, detailed unit prices for vehicles and equipment, costs for machinery etc. on the basis of a Bill of Quantities provided by the Bidder.

Cost and pricing information shall be presented exclusively in Volume III: Financial Proposal and any such information provided outside Volume III in any other section of the Bidder's Proposal will result in disqualification of the Bidder. Only cost and pricing information included in Volume III will be taken into consideration during financial evaluation of proposals.

NOTE: In the case of Agreement award, the Bidder's Proposal, as potentially modified and/or amended during clarifications and negotiations, shall become an integral part of the Agreement.

5.11 Language of Proposal

The Proposal prepared by the Bidder and all correspondences and documents relating to the Proposal shall be written in the English language.

5.12 Currency of Proposal

The currency used in the Financial Proposal must be US Dollars.

5.13 Letter of Conveyance

The Letter of Conveyance, included as Bid Form A – Form of Letter of Conveyance in Part II (Bid Forms) of this RFP, shall be completed by the Bidder without exceptions or alterations. Such letter must be signed by authorized representatives of the Bidder in accordance with Section 5.1 hereof.

5.14 Bid Bond

The Bidder shall furnish, as part of its Proposal, a bid security (the “Bid Bond”) in the aggregate amount of **US\$ 2,000,000.**

The Bid Bond shall be an irrevocable and unconditional guarantee in the form of Bid Form B – Form of Bid Bond included in Part II (Bid Forms) of this RFP, issued by a Lebanese bank or a foreign bank through its correspondent in Lebanon. The Bid Bond must be valid for a period ending thirty (30) days after the Period of Validity referred to in Section 5.9 (120 days) hereof and may be extended if required on the terms described therein.

The Bid Bonds provided by Bidders which (i) have been determined to be not eligible and qualified in accordance with Section 6.3, or (ii) which have been determined to be not technically acceptable to CDR in accordance with Section 6.4, or (iii) which have not been selected as Successful Bidder in accordance with Section 6.6.4 will be returned to such Bidders within thirty (30) days after Bidders have been informed that (i) they have been determined to be not eligible and qualified in accordance with Section 6.3, or that (ii) they have been determined to be not technically acceptable to CDR in accordance with Section 6.4, or that (iii) they have been unsuccessful in accordance with Section 6.6.6, or (iv) after CDR decides that no Proposal is to be accepted pursuant to Section 6.6.1 hereof.

The Bid Bond will be forfeited:

- a) if the Bidder withdraws its Proposal during the Period of Validity specified by the Bidder in the Letter of Conveyance; or
- b) in the case of a Successful Bidder selected by CDR to implement the Agreement, if the Successful Bidder:
 - i) fails to enter into the Treatment Service Agreement in accordance with Section 6.6.5 hereof; or
 - ii) fails to furnish or to increase the Performance Security in accordance with Section 6.7 hereof.
 - iii) refuses to accept the correction of the errors in his Bid

5.15 Modification of Proposal, Withdrawal of Proposal

The Bidder may modify or correct its Proposal after its submission to CDR provided that such modification and/or correction is made in writing, and received by and registered appropriately at CDR Tenders Department registration office, prior to the Deadline for Submission of Proposals. A Bidder modifying its Proposal shall give reasons for such modification in such written notice.

No Proposal may be modified after the Deadline for Submission of Proposals.

The Bidder may withdraw its Proposal after its submission to CDR provided that written notice of the withdrawal is received by and registered appropriately at CDR Tenders Department registration office prior to the Deadline for Submission of Proposals.

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Section 5.1 hereof, with the outer and inner envelopes or boxes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

A Proposal may be withdrawn in person by the Bidder or by its authorized representative, provided that the representative's identity is notified to CDR in writing and such representative signs a receipt for the Proposal.

No Proposal may be withdrawn during the period commencing with the Deadline for Submission of Proposals and ending on the date of expiration of the Proposal validity period specified in the Letter of Conveyance. Withdrawal of the Proposal at any time during such period shall entitle CDR to payment of the full amount of the Bidder's Bid Bond without the need for any notice or resorting to courts of law.

5.16 Bid Opening and Confidentiality

All Proposals received by CDR will remain sealed and unopened in CDR's possession until after the Deadline for Submission of Proposals.

CDR will open the Proposals in two (2) successive public opening sessions according to the following staged procedure:

I. Eligibility Proposal and Technical Proposal Opening Date: Opening of Volume I (Eligibility and Qualification of Data Book) and Volume II (Technical Proposal).

a- Opening of Volume I – Eligibility and Qualification of Data Book

The CDR will open the Proposals in the presence of Bidders' representatives who choose to attend, on the submission date of Proposals at the time and date stated in the Announcement of this RFP, at the address given for return of Bids in section 5.1 of this RFP. The Bidders' representatives who are present shall sign a register evidencing their attendance.

At the Proposal opening, CDR will check that the requisite information regarding the Bidder's legal form organization, financial strength and capability, experience and qualification according to Bid Form C – Qualification, Legal Organization and References of Bidder has been furnished together with the original Letter of Conveyance duly signed and the Bid Bond.

Proposals for which timely notice of withdrawal has been submitted in accordance with the provisions of Section 5.15 hereof will not be opened.

b- Opening of Volume II – Technical Proposal

Upon preliminary verification of the accuracy and completeness of the submitted documents in Volume I, CDR will open on the same day, in the same manner as described above, their Technical Proposals and check that the requisite information required to be submitted in Volume II of the Proposal as set forth in Section 5.10 has been furnished.

Volume III (Financial Proposal) will remain unopened and deposited securely until the Financial Proposal Opening Date (see below).

II. Financial Proposal Opening Date: Opening of Volume III – Financial Proposal:

Upon selection of those Bidders that are eligible and qualified for implementing the Treatment Service Agreement in accordance with Section 6.3 hereof, and selection of

those Proposals that have been determined to be technically acceptable to CDR in accordance with Section 6.4, CDR will open, in the same manner as described above, the respective Financial Proposals and check that the requisite information required to be submitted in Volume III of the Proposal as set forth in Section 5.10 has been furnished.

Information relating to the examination, clarification, determination of responsiveness, evaluation and comparison of Proposals and recommendations concerning the award of the Treatment Service Agreement shall not be disclosed to Bidders or any other person not officially concerned with this tender even after the award of the successful bidder has been announced.

Any effort by a Bidder (or any local agent or representative) to influence CDR or its advisors in the process of clarification, determination of responsiveness, evaluation and comparison of Proposals, or in decisions concerning the award of the Collection Service Agreement, may result in the rejection of such Bidder's Proposal.

CDR will not return the original or copies of the Proposal submitted by any Bidder.

5.17 Cost of Bidding

The Bidder shall bear all costs and expenses associated with the preparation and submission of its Proposal and CDR shall, under no circumstances, be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation and selection process.

6. Selection of Proposals and Agreement Award Procedure

6.1 Clarifications of Proposals

To assist in the examination, evaluation and comparison of a Proposal, CDR may, at their sole discretion, request, in writing or by facsimile, additional information, clarifications and verifications with respect to any item contained in the Proposal. The Bidder shall respond in writing or by facsimile to any such request.

The Bidder shall be responsible for all costs associated with the submission of additional requested information and with its preparation for and attendance of clarification meetings.

During the evaluation process, no change in the price or substance of the Proposal shall be sought, offered or permitted.

6.2 Determination of Responsiveness

6.2.1 Substantial Responsiveness

CDR will evaluate and compare only those Proposals determined to be “substantially responsive” to the requirements of this RFP for possible acceptance and Agreement award. For the purpose of this Section, a “substantially responsive” Proposal shall be a Proposal submitted by a Bidder that conforms to all the terms, conditions and requirements of the RFP without any material deviations.

A “material deviation” is a deviation or reservation from the terms and conditions of the RFP which affects in any substantial way the scope, quality, performance or risk profile of the RFP, or which limits in any substantial way, inconsistent with the RFP, CDR’s or any other parties’ rights or the Bidder’s obligations under the draft Treatment Service Agreement, the acceptance of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting “substantially responsive” Proposals.

CDR may waive any minor non-conformity or irregularity in a Proposal, which does not constitute a “material deviation”, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

6.2.2 Rejection

Subject to Section 6.2.1 above, a Proposal will be rejected if the Bidder, without limitation:

- fails to submit the Letter of Conveyance in the form and in accordance with the requirements of Bid Form A – Form of Letter of Conveyance included Part II of this RFP; or
- fails to submit the Bid Bond in the form and in accordance with the requirements of Bid Form B – Form of Bid Bond included in Part II of this RFP; or
- fails to provide information on the Bidder’s organization and the powers of attorney authorizing the execution of the Letter of Conveyance in accordance with Section 4.1 hereof; or

- does not meet the eligibility and qualification requirements as set forth in Section 6.3 hereof; or
- fails to comply with the procedures outlined in Sections 5.1 through 5.7 and 5.9 hereof for preparation and submission of the Proposal; or
- fails to submit the completed Bid Form D – Technical Data included in Part II (Bid Forms) of this RFP; or
- claims substantial deviation from the terms or conditions of the draft Treatment Service Agreement included in Part III of this RFP; or
- indicates a Scheduled Commencement Date of the Services that is later than the Target Commencement Date, as stipulated in Section 3.3 hereof; or
- fails to provide the breakdown of its cost estimates in accordance with Bid Form G – Breakdown of Costs included in Part II (Bid Forms) of this RFP; or
- fails to provide its pricing for the Treatment Services in accordance with Bid Form F – Pricing included in Part II (Bid Forms) of this RFP.

6.3 Eligibility and Qualification of Bidder

The Bidder shall provide all documentary evidence supporting the fact that it is eligible for performing the CDR Project satisfactorily.

To become qualified for the detailed evaluation and selection process as set forth in Sections 6.4 and 6.5 below, Bidders must satisfy the following eligibility and qualification requirements:

6.3.1 Average Annual Turnover

Bidders must provide evidence that they have had an Average Annual Turnover in the past five (5) years of more than **10,000,000 US Dollars**.

To support their eligibility and qualification, Bidders must attach certified copies of financial statement and annual report for the past five years to Bid Form C – Qualification, Legal Organization and References of Bidder included in Volume I of their Proposal, evidencing the annual turnover. The Bidder may add further evidence at his own discretion.

6.3.2 Experience / References

To be eligible to participate in this Tender, the Bidder shall be a Lebanese firm that meets at least one of the below minimal experience requirements for Treatment Services:

- a. A firm that has successfully performed and completed, as a prime contractor, one service contract for MSW Treatment (Sorting and Composting) of similar nature and complexity, having quantities of not less than **2500 t/d for sorting and 500 t/d for composting**. The Completion date of this Service Contract should have occurred during the **past six (6) years** from the Latest Date for Submission of Bids related to this RFP. The duration of the above mentioned required Service Contract should have not been less than 4 years. Experience as a sub-contractor will not be considered;

- b. A firm that has successfully performed and completed, as a prime contractor, two service contracts for MSW Treatment (Sorting and Composting) of similar nature and complexity, having cumulatively quantities of not less than 2500 t/d for sorting and 500 t/d for composting. The Completion dates of these two Service Contracts should have occurred during the past six (5) years from the Latest Date for Submission of Bids related to this RFP. The duration of each of the above mentioned required Service Contracts should have not been less than 4 years. Experience as a sub-contractor will not be considered;
- c. A firm that has been successfully performing, as a prime contractor, one ongoing service contract for MSW Treatment (Sorting and Composting) of similar nature and complexity, having quantities of not less than 2500 t/d for sorting and 500 t/d for composting since at least two (2) years from the Latest Date for Submission of Bids related to this RFP. The duration of this Service Contract shall not be less than 4 years. Experience as a sub-contractor will not be considered; SAME
- d. A firm that has been successfully performing, as a prime contractor, two ongoing service contracts for MSW Treatment (Sorting and Composting) of similar nature and complexity, having cumulatively quantities of not less than 2500 t/d for sorting and 500 t/d for composting, since at least two (2) years from the Latest Date for Submission of Bids related to this RFP. The duration of these Service Contracts shall not be less than 4 years. Experience as a sub-contractor will not be considered; SAME
- e. Lebanese Contractor prequalified at CDR to execute works for projects of values greater than 10 million USD in any category of General Civil Engineering Works or Roads or Buildings, submitting solely or as joint venture with a national or international firm. The Lebanese Contractor shall meet individually or together with the other member of the joint venture, any of the minimal experience requirements (a) to (d) listed in this section 6.3.2 of this Part I of the RFP. In addition, in case of a joint venture, each member of the joint venture shall meet individually a minimum of 60% of the Average Annual Turnover requirement, mentioned in Section 6.3.1. In case of the joint venture, the Lebanese firm shall be the Managing Member (Leader).

N.B. The Bidder shall provide evidence, as part of Bid Form C – Qualification, Legal Organization and References of Bidder. The Bidder shall submit references for undertaken or ongoing Service Contracts for MSW Treatment, listing projects, cities or areas served, meeting collectively the minimum experience requirements mentioned above. The Bidder must submit client certificates for the above-required references.

Non Lebanese firms are not allowed to submit their offer solely.

Non Lebanese firms are allowed to submit their offers, only, as a member of a joint venture of firms, as per sub-clause 6.3.3 below.

6.3.3 Joint Venture Requirements

A joint venture may consist of a maximum of two (2) members, who meet the minimum qualifying criteria as follows:

At least one member of the joint venture must be a Lebanese contractor prequalified at CDR to execute works for projects of values greater than 10 million USD, in any category of

General Civil Engineering Works or Roads or Buildings. All members of the Joint Venture shall meet jointly the minimum experience requirements set in 6.3.2 of this Part I of the RFP.

Proposals submitted by a joint venture must include all information required in Bid Form C – Qualification, Legal Organization and References of Bidder for each joint venture partner.

The Bid Bond submitted in Proposals submitted by a joint venture should be in the name of the Joint Venture.

Proposals submitted by any joint venture must include a statement that in case of being selected as a Successful Bidder:

- the Treatment Service Agreement shall be signed so as to be legally binding on all partners; and
- all partners of the joint venture shall be jointly and severally liable for the execution of the Agreement in accordance with all provisions thereof.

6.3.4 Access to Liquid Assets

For qualification, a Bidder shall have a minimum access to Liquid Assets of **US\$ 10 million** for a period of six (6) months. A Bidder shall provide a Bank Certificate for access to liquid assets and/or evidence of access to or availability of credit facilities of not less than the specified amount and duration in accordance with Bid Form H (Bank Certificate for Financial Capabilities). A Bidder shall present the necessary documents from its banker certifying access to Liquid Assets with the above mentioned value. In case of a joint venture, the Bidder shall meet collectively by the 2 members the Access to Liquid Assets.

6.4 Evaluation of Technical Proposals

The Technical Proposals of all Bidders, which are eligible and qualified in accordance with Section 6.3 hereof, will be opened. The evaluation of the Technical Proposals for Treatment Services will take into accounts the following technical criteria and weighing factors:

Technical Evaluation Criteria for Treatment Services	Maximum Number of Points	Minimum Number of Points *)
<p>I. Overall concept, comprising the concise presentation of the MSW concept related to treatment as well as marketing of extracted materials and generated products, including mass flows etc. Besides others, the following criteria will be considered :</p> <ul style="list-style-type: none"> • Suitability and completeness of the concept to perform the services • Marketing concept for recyclable materials and produced products • Approach and flexibility related to “separation at source schemes” • Public awareness, public education and public participation concept 	15	11.25
<p>II. Landfilling Proportion Ratio</p> <ul style="list-style-type: none"> • Proposed Landfill reduction ratio in accordance with Bid-Form D.1. • Ability of concept related to stated landfill reduction ratio in accordance with Bid-Form D.1 	10	7.5

Technical Evaluation Criteria for Treatment Services	Maximum Number of Points	Minimum Number of Points *)
III. Operation and Management Strategy of the Treatment Facilities <ul style="list-style-type: none"> • Compliance with required standards and national and international guidelines in accordance with Treatment Service Agreement. • Applicability of sorting and composting technologies • Suitability of equipment • Design characteristics of sorting and composting technologies (design capacity and reserves, redundancies, flexibility in term of changes of waste quantities and composition, outputs, equipment required, staff requirements, etc.) • Facility Area / Site Management: occupation and consumption • Safety and health protection for employees 	30	22.5
IV. Environmental Aspects (All Treatment Facilities) <ul style="list-style-type: none"> • Measures to prevent odor, air and noise emissions • Measures to collect and treat wastewater • Measures of soil protection AND compost quality • Energy production (where applicable), substitution and/or consumption • Quantity and quality of material being landfilled • Recycled and used materials and products, derived from MSW • Hazardous waste management at the facilities 	15	11.25
V. Experience and organization , comprising the Bidder's qualification and organization. <ul style="list-style-type: none"> • Experience and references of Bidder • Experience of key staff • Proposed service organization for the performance of the services • Quality assurance 	25	18.75
VI. Implementation Schedule	5	3.75
VII. Total to pass	100	75

- *) **NOTE:**
- 1) Bidders must pass the qualification threshold (i.e. Minimum Number of Points) of each individual evaluation group; and
 - 2) Bidders must have a Minimum score of 75 points for the Treatment Services, in order to be qualified for opening of their financial proposal.

6.5 Evaluation of Financial Proposals

For those Proposals that have been determined to meet the Eligibility and Qualification requirements, as per Section 6.3, and to be technically acceptable to CDR in accordance with Section 6.4 hereof, the financial proposals will be opened. The Financial Proposals will be subsequently evaluated, on the basis of the Lowest Price.

The financial data submitted with Bid Forms F and G and any additional information will first be checked on arithmetical correctness.

Then the financial data will be evaluated on their completeness and plausibility. This means the cost data will be compared with the technical data provided and it will be checked, on whether all technical components proposed in the technical Proposal are being covered in the financial Proposal. Additionally plausibility checks regarding the costs of components will be made.

Where cost data seem incorrect, either clarification will be sought, or corrections will be made for evaluation purposes.

6.6 Agreement Award Procedure

6.6.1 Right to Accept any Proposal and to Reject any or all Proposals

CDR reserves the absolute right to accept or reject any Proposal or to annul or cancel the bidding process and reject all Proposals at any time without any liability to the Bidder or any other party and without any obligation to inform the Bidder of the grounds for its action.

6.6.2 Selection of Preferred Bidder

Upon completion of the technical and financial evaluation described in Sections 6.4 and 6.5, CDR will invite the Bidder with the lowest Evaluated Price (the “Preferred Bidder” being the Bidder with the technically accepted bid according to 6.4 and financially lowest according to 6.5) for detailed discussions and negotiations for Agreement execution (the “Invitation to Negotiate”). CDR will keep the Proposals of each of the other Bidders open until such time as CDR has executed the relevant Agreement(s) with the Preferred Bidder.

The Preferred Bidder must acknowledge receipt of the Invitation to Negotiate, in writing.

6.6.3 Negotiations

CDR will negotiate with the Preferred Bidder. Failure of the Preferred Bidder to negotiate and enter into the Treatment Service Agreement shall be sufficient reason for forfeiture of his Bid Bond. CDR will then start negotiations with the second-ranked (second Evaluated Lowest Price) Bidder, which shall be the Preferred Bidder.

6.6.4 Notification of Agreement Award

When CDR and the Preferred Bidder reach agreement on the implementation of the Treatment Service Agreement, the Preferred Bidder shall then be the “Successful Bidder”. Subsequently, and prior to the expiration of the Period of Bid Validity, CDR will notify the Successful Bidder in writing or by facsimile that its Proposal has been accepted. This letter shall name the sum, which the CDR will pay the Contractor in consideration of the execution, completion and maintenance of the services by the Contractor as prescribed by the Treatment Service Agreement.

Upon receipt of this notification, the Successful Bidder agrees to immediately proceed with all necessary activities and satisfy all conditions so that no delay will occur and the Implementation Schedule will be met.

The Successful Bidder shall be responsible for any costs or expenses incurred by it in executing the Treatment Service Agreement. CDR shall not be under any obligation to reimburse the Successful Bidder for any such costs or expenses.

6.6.5 Signing and Effectiveness of Agreement

CDR and the Successful Bidder shall sign the Treatment Service Agreement at the CDR's Office by both parties. The Agreement will be notified to the Contractor upon signing it by both parties; at the "Signing Date/Notification Date".

6.6.6 Notification to Unsuccessful Bidders

Upon effectiveness of the Treatment Service Agreement as set forth in Section 6.6.5, CDR will promptly notify each other Bidder that they have been unsuccessful and will return their Bid Bonds in accordance with the provisions of Section 5.14 hereof.

6.7 Performance Security

Within ten (10) days following the Notification of the Treatment Service Agreement, the Successful Bidder shall submit a performance security (the "Performance Security") to CDR in accordance with the requirements Appendix E of the Treatment Service Agreement, included in Part III of this RFP and for an amount of 10 % of the annual contractual value. The Performance Security shall be issued by a Lebanese bank or a foreign bank through its correspondent in Lebanon. The costs of issuing and maintaining the Performance Security shall be borne by the Bidder.

Failure of the Successful Bidder to comply with the procedures outlined in this Section shall constitute sufficient grounds for the cancellation of the award, termination of the relevant Agreement(s) and forfeiture of the Bid Bond, as set forth in Section 5.14 of this Part I of the RFP.

The Performance Security shall be retained during the entire term of the Treatment Service Agreement, following which the Performance Security or whatever balance thereof is left at such time shall be returned to the Contractor.

6.8 Banking Secrecy

As stipulated in Article (5) of the Banking Secrecy Law dated 3/9/1956 and as stipulated in the Decision of the Council of Ministries No. 4 dated 28/4/2020, the Successful Bidder shall agree, to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Agreement. This is applicable to, and mandatory for CDR Consultants and Contractors.

7. Disclaimer

The information presented in this RFP is furnished solely for the purpose of assisting prospective Bidders in making their own evaluation of the Project and does not purport to be all-inclusive or to contain all the information that prospective Bidders may require. Prospective Bidders should make their own investigations, projections and conclusions, and consult their own advisers to verify independently the information contained in this RFP, and to obtain any additional information that they may require, prior to submitting a Proposal. Neither CDR nor the Government or any of their advisers make any representation or warranty as to the completeness of this RFP nor have they any liability for any representations (express or implied) contained in, or omissions from, this RFP.

8. Boycott of Israel

Foreign Companies have to submit a Certificate issued by Lebanese Ministry of Economy and Trade stating that the Company is not in conflict with the Law of the Boycott of Israel, issued on 23/06/1955. The date of issuance of this certificate should not be older than one month from the last date of submission of Bids.

9. Bid Forms

The following Bid Forms form an integral part of this RFP and are included in Part II (Bid Forms) of this RFP:

Bid Form A – Form of Letter of Conveyance

Bid Form B – Form of Bid Bond

Bid Form C – Qualification, Legal Organization and References of Bidder

Bid Form D – Technical Data

Bid Form E – Implementation Schedule

Bid Form F – Pricing

Bid Form G – Breakdown of Costs

Bid Form H – Form of Bank Certificate for Financial Capabilities