

COUNCIL FOR DEVELOPMENT & RECONSTRUCTION

TELEFAX MESSAGE

FOR IMMEDIATE DELIVERY TO THE ADDRESSEE

TO : «List1249FeasibilityStudy__BeirutBekaa» **FROM:** COUNCIL FOR
DEVELOPMENT AND
RECONSTRUCTION
BEIRUT – LEBANON

FAX N°: «FAX» **FAX N°:** (961-1) 981 252 - 981 253

SUBJECT: Request for Proposals for Consultancy Services for the Feasibility Study of Beirut
- Bekaa Transport Link.
Response to Tenderers Queries (1) **REF:** 2598/1

DATE: 28/10/2026 **N° OF PAGES:** INCLUDING COVER SHEET
(57)

Dear Sir/Madam,

Reference is made to the RFP related to the "Consultancy Services for The Feasibility Study of Beirut – Bekaa Transport Link ".

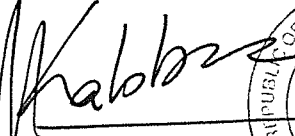
Please find attached **Amendment N#1** to the RFP related to the "Consultancy Services for The Feasibility Study of Beirut – Bekaa Transport Link"

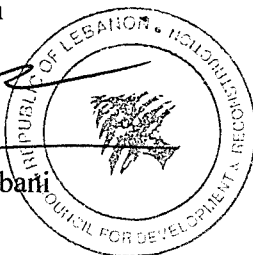
This Amendment shall be signed and stamped and shall be considered as an integral part of the Tender Documents.

Please acknowledge by return fax your receipt of this letter.

Regards,

Council for Development
and Reconstruction


Mohamad-Ali Kabbani
President



Response to Tenderers Queries

Query: We greatly appreciate an Extension of Time 3 weeks, in order to submit a highly technical and competitive bid that satisfies the Client needs and meets their Objective. Thank you.

Reply: Extension of Time is approved. The deadline for submission of proposals is extended to 11 November 2026 (submission time and place unchanged), as per Addendum No. [1] issued to all bidders. All other conditions remain unchanged. Bidders shall ensure that the validity of the Bid Security is calculated from the new submission deadline.

Query: Appendix A Component 2 Supply Chain Assessment, P10, "To specify the most appropriate rehabilitation program with onsite conditions assessment using a suitable design model". What level of detail is required for the "onsite conditions assessment"? The RFP suggests a "suitable" approach. For a high-level cost comparison, is a less intensive assessment (e.g., visual surveys complemented with existing MPWT data) considered acceptable, or do you require detailed tests such as Falling Weight Deflectometer (FWD) surveys? A clear Reply will determine whether we budget for extensive field testing or can rely on visual surveys and existing MPWT data. Is the assessment to be done for Damascus Highway from the Port towards Chtaura?

Reply: Confirmed. The onsite condition assessment shall be undertaken at feasibility level using available information / MPWT data, visual inspection and proportionate field verification. Detailed pavement testing, including FWD surveys, is not required in the base scope; any additional testing identified as necessary shall require CDR's prior approval, including scope, program and fees. The assessment shall cover the relevant sections of the existing Beirut-Bekaa road corridor, with the precise limits to be proposed during inception and agreed with CDR.

Query: Appendix A 1.5.2 Data Collection and Surveys, Topographic Surveys (Unless GIS is available), "Please specify the requirements for the Topographic Surveys at the level of Feasibility. We can do Drone Surveys with accuracy 10cm, or Satellite Imagery with level of accuracy 50 cm. The first option is more expensive. "

Reply: In principle, no additional topographical survey is required for this assessment. However, during the inception phase, if, on the basis of a rationale, such surveys are considered mandatory, the Consultant should submit a related proposal for prior CDR approval.

Query: General: In terms of geotechnical assessment and feasibility, the Consultants will conduct their assessment based on the study and review of all available geological maps and data, and on geological site visits along the proposed route. Please confirm.

Reply: Confirmed.

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Query: Appendix A, Item1.5.2 "Data Collection & Surveys" (p.8) "Environmental and social data (in relation to potential demand and subsequent impacts)". Please confirm whether existing GIS/as-built records for potable water, sewerage and irrigation/TSE networks along the indicative ~26 km Beirut-Bekaa corridor (Port of Beirut vicinity–Taanayel) will be made available by CDR / the relevant water establishments, or whether the Consultant is expected to source these independently as part of the desk study.

Reply: All available data will be made accessible to the Consultant.

Query: Appendix A, ItemII.6 Scope of Work – Component 3 "Alternatives Analysis" (p.10), "Environmental & Climate change: interrelation with sustainability and resilience requirements, general analysis". Please confirm whether identification of existing wet-utility crossings (water supply, sewerage, irrigation/TSE) along the selected road/rail/tunnel alignment(s) is required within Component 3's environmental and spatial constraints assessment, and if so, at what level of detail (desk-based corridor-scale mapping vs. field verification).

Reply: Desk-based is sufficient.

Query: General scope boundary / Appendix B "Consultant's Key Personnel" No dedicated Water/Drainage or Fire Fighting Key Expert position is listed among the 10 Key Personnel positions. Please confirm that no dedicated hydraulic design, water/sewer network design, or firefighting system design is required for this feasibility study, and that Water & Environment / Wet Infrastructure input is limited to a support role within the Environmental & Spatial Constraints assessment (Component 3) and Cost Estimates (Component 4).

Reply: Confirmed.

Query: Appendix A, Item II.6 Component 3 "Technical" sub-item – Tunnel guidelines (UIC, FIDIC, Euro code) (p.10), Concept design principles and guidelines for road and railway options, including tunnel sections. For alignment sections proposed as tunnel, please confirm whether tunnel fire-life-safety / firefighting water-supply systems (e.g., per NFPA 502 or equivalent) are to be addressed conceptually.

Reply: Safety issues are to be addressed at high-level.

Query: General – Bekaa Valley Section, not explicitly addressed in Appendix A. Given the corridor traverses agricultural land in the Bekaa Valley, please confirm whether existing irrigation canals / TSE networks crossing the alignment are within the scope

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of the environmental and social constraints assessment, or excluded entirely from this feasibility study.

Reply: Major irrigation canals / TSE networks crossing the alignments are within the scope of the environmental, social and spatial constraints assessment, at desk-study level, including the potential impact on agricultural land. No detailed survey is required.

Query: General – potable water / sewerage network crossings. Not addressed in Appendix A. Please confirm whether any existing potable water transmission mains or sewerage trunk lines are known by CDR to cross the indicative corridor (e.g., at the Beirut River and Qanater Zubaydah crossings) that should be flagged as specific constraints, or whether this identification is left entirely to the Consultant's own desk study.

Reply: CDR has no specific constraint to flag at this stage beyond the Beirut River and Qanater Zubaydah crossings mentioned in the TOR. The identification of major utility crossings is left to the Consultant's desk study (refer to the reply on data availability).

Query: Appendix A, Item II.7 "Deliverables", Report #2 (p.11): "Current Supply Situation Appraisal Report... SWOT analysis for the current land transport operational situation". Please confirm whether a brief inventory/appraisal of existing wet-utility infrastructure (water, sewerage, irrigation) within the study corridor is expected to be embedded within Report #2, as this is the first report addressing the "current situation."

Reply: A brief inventory of major existing utility constraints within the corridor may be included in Report #2 as part of the current situation; the related constraints shall then be taken into account in Components 3 and 4. A separate utility report is not required.

Query: Appendix B, "Consultant's Key Personnel", Environmental Expert: minimum years' experience not legible in the scanned RFP; scope described only as "Environmental Engineer". Please confirm that wet-infrastructure / utility-relocation input (water supply, firefighting, irrigation, sewerage) is expected to be delivered through the existing Environmental Expert position rather than requiring a separate Water & Environment specialist, for man-day/fee planning purposes.

Reply: Confirmed. No separate Water & Environment key expert is required. The Consultant shall allocate this input within its proposed team (Environmental Expert, Road Expert and/or support staff) as per its methodology, within the lump sum price.

Query: No wet-utility design manual or standard is referenced in Appendix A. Please confirm the reference standard(s) CDR would like applied for any wet-utility corridor-

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crossing/relocation commentary (e.g., Lebanese national codes, AWWA, or the relevant Water Establishment's own standards), given none is cited in the RFP.

Reply: No specific design standard is required as no utility design is in scope. For any commentary on utility crossings/relocation, Lebanese regulations and the requirements of the concerned Water Establishment shall prevail; recognized international standards (e.g. AWWA, EN) may be referred to where local standards are silent.

Query: General - Hydrology and Storm Water. Please clarify the expected scope and level of detail of the hydrological and storm water assessment.

Reply: High-level assessment.

Query: General - Hydrology and Storm water. Please confirm whether, as part of the feasibility study, the consultant is required to identify major catchments, watercourses, flood-prone areas and existing drainage constraints along the alternative transport corridors and undertake preliminary hydrological assessment to support the comparison of alternatives.

Reply: Confirmed.

Query: General - Hydrology and Storm water. Please confirm whether preliminary sizing of major culverts, bridges, and drainage crossings is required.

Reply: Preliminary sizing coherent with feasibility study level.

Query: General - Transport Demand. What existing transport models, OD matrices, traffic counts and previous demand studies will be made available to the Consultant? Please provide information about the catchment area, the latest update/upgrade (calibration year) and which future scenarios are already being studied using this model.

Reply: CDR and the relevant authorities will make available the existing transport models, OD information, traffic counts and previous demand studies in their possession, where available. The availability, geographic coverage / catchment, reference or calibration year, model structure and previously assessed scenarios will depend on the documentation and model files available at commencement. The Consultant shall review the available models and data during inception, assess their suitability for the Beirut-Bekaa corridor study, identify material gaps, and propose the appropriate base year, calibration / validation approach and future demand scenarios for discussion and validation with CDR. Where existing information is insufficient, the Consultant may

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supplement it with the agreed surveys, available official data and documented feasibility-stage assumptions.

Query: General - Transport Demand. Please confirm that the Consultant will undertake the approximately 2,500 passenger/freight OD questionnaires and ATC counts at five locations, and clarify the expected split between passenger and freight surveys. Also, please provide information on the basis for 2,500 interviews and whether it is believed to provide statistically significant results (mode choice) or not (to our knowledge, the 2,500 interviews seem to be on the low side, 0.0004% of the population, especially if the surveys are to be split between person trips and freight transports).

Reply: Questionnaires and Automatic Traffic Counts (ATC) are consistent with the potential traffic volume and the expected feasibility level (no need to make comparison with the whole population).

Query: General - Transport Demand. What is the expected geographical scope of the “national, regional and international” passenger and freight demand analysis, particularly regarding Syria, other regional markets and international freight associated with Beirut Port? What trade/customs/port data will be provided?

Reply: The demand assessment shall cover national, regional and international movements relevant to the Beirut-Bekaa corridor, including cross-border movements and international freight associated with Beirut Port. Regional analysis shall focus on markets and trade flows that materially influence corridor demand. CDR will facilitate access to available official trade, customs, port and border-crossing data. Where material data gaps remain, the Consultant may use appropriate secondary sources and documented feasibility-stage assumptions.

Query: General-Economic and Financial Appraisal. What level of economic and wider socioeconomic assessment is expected beyond conventional CBA? In particular, should employment, GDP/GVA, trade and wider regional economic impacts be quantitatively estimated?

Reply: A high-level socioeconomic assessment is required, using appropriate and clearly stated multipliers to estimate employment, GDP/GVA, trade and wider regional economic impacts, where relevant and supported by available data. A detailed economy-wide economic model is not required at this stage.

Query: General-Economic and Financial Appraisal. What level of detail is expected for the revenue, financial and PPP assessment-revenue forecasting and FIRR only, or a full

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financial/bankability model including tariff optimization, debt/equity structure, financing costs, government support and PPP structuring?

Reply: The financial and PPP assessment shall be undertaken at feasibility level and shall include revenue forecasts, FIRR/NPV, indicative tariff scenarios, financing and government-support assumptions, PPP implementation options, and sensitivity analysis. A lender-grade bankability model, detailed debt/equity or PPP structuring, financing documentation, lender/investor due diligence or transaction advisory services are not required at this stage.

Query: General-GIS. Please Advise whether the Collected data and assessment of Transport Network should be transformed to GIS. And Whether the Selected Alternative at the end of the Study Should be also submitted in GIS Format at the Concept level.

Reply: Yes. As per Clause 3.8(b) of the Draft Contract and Annex A1, all collected data, the transport network assessment and the alternatives (including the selected alternative at concept level) shall be delivered in GIS format compatible with ArcGIS, on digital media.

Query: Appendix A, Item II.6 Component 2 – Railways (p.10); Component 3. Please confirm whether the rail scope is limited to reuse of the historic Beirut–Riyah–Damascus right-of-way, or whether a new-build rail alignment within the new corridor is also to be developed to concept level. Should the rail option cover passengers, freight or both, and does it extend to Riyah and/or the Syrian border?

Reply: No, rail scope is not limited to the historic RoW.

Query: Appendix A, Item I (Objectives); Item II.6 Component 2 – Interoperability (p.10). Please clarify whether the siting and pre-feasibility of a dry port / logistics platform in the Bekaa is part of the scope, or whether the study is only to consider its effect on demand.

Reply: Identification of dry port / logistics platform alternatives (indicative location, function and size) and their effect on demand and revenues is part of the scope (Component 2 – Interoperability) at strategic level. A separate pre-feasibility study of the dry port is not required.

Query: Appendix A, Item II.6 Component 2 – Border crossing (p.10) General Please confirm that the border-crossing assessment is limited to the Lebanese side and to desk review / stakeholder interviews, and that no coordination with Syrian authorities or site work at the border is expected from the Consultant.

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Reply: Border-crossing assessment should take into consideration the constraints and conditions from both sides.

Query: Appendix A, Item II.6 Component 3 (p.10); Item II.7 Report #4 Cost Estimates (p.11). Please indicate the level of definition expected for the concept design drawings (scale of alignment plans and profiles, typical cross-sections, outline of tunnels, bridges, interchanges, stations) and confirm the target accuracy class of the overall R4 cost estimate, and whether estimates are required for all alternatives or for the preferred alternative(s) only.

Reply: Concept design drawings shall include, for each shortlisted alternative: alignment plans on orthophoto/mapping background at an appropriate scale (indicatively 1: 10,000 to 1: 5,000), longitudinal profiles, typical cross-sections, and outline drawings of tunnels, major bridges, interchanges and stations/terminals. The cost estimates shall have an indicative accuracy of $\pm 30\%$ (feasibility level) and shall be prepared for all shortlisted alternatives at a comparable level, with further refinement for the recommended alternative.

Query: Appendix A, Item II.6 Component 3 – Environment & social (p.10); Appendix B Environmental Expert. Please clarify the depth of the environmental and social assessment expected: environmental screening / scoping at feasibility level, or a preliminary ESIA? Should compliance be assessed against Lebanese EIA Decree 8633/2012 only, or also against international lender standards? Is public / stakeholder consultation to be organized by the Consultant?

Reply: An environmental and social screening/scoping assessment at feasibility level is required (constraints mapping, comparative impacts of alternatives, key mitigation and recommendations for the ESIA at later stage). A preliminary or full ESIA is not required. Compliance shall be checked against the Lebanese EIA Decree No. 8633/2012, with a high-level reference to international lender standards (e.g. World Bank ESF / IFC Performance Standards) given potential IFI financing. Consultation is limited to institutional stakeholders; formal public consultation is not required at this stage.

Query: Appendix A, Item II.6 Component 3 – "Environmental & Climate change" (p.10). Please confirm whether a climate-resilience / vulnerability assessment and a GHG appraisal of the alternatives are required, and at what level.

Reply: Yes, at high level: a climate-risk screening of the alternatives (flooding, landslides, extreme heat/snow) and an indicative comparison of GHG emissions (construction and operation, including modal shift effects) to inform the multi-criteria comparison and the CBA.

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Query: Appendix A, Item I (Expropriation to be avoided); Annex A2 Expropriation Procedures, Annex A2 "Expropriation Procedures" is not included in the purchased set — please provide it, and confirm whether a preliminary land-take assessment (parcel count, indicative area, resettlement framework) is expected for each alternative.

Reply: Annex A2 will be issued to all bidders by Addendum No. [1]. A preliminary land-take assessment is required for each shortlisted alternative (indicative area and type of land affected, number of parcels where cadastral data is available, and indicative expropriation cost), in line with the priority to avoid expropriation. A resettlement framework/RAP is not required.

Query: Appendix A, Item I (Objectives – road safety). Please confirm whether a road-safety assessment of the existing corridor (accident data analysis) is part of the scope and whether CDR / ISF accident data will be provided.

Reply: Not part of the study.

Query: Appendix A, Item I.5.3 vs Item II.6 Component 1; Item II.7 Report #1 (p.11). Please confirm the base year and forecast horizons to be adopted, and the concession period to be assumed for the financial appraisal.

Reply: Baseline year: 2026. Forecast horizons: 2030, 2040 and 2050 (supersedes the reference to 2045). The 2022/2023 reference in Report #1 refers to the latest available data, to be adjusted to 2025. Concession period should be consistent with the financial analysis.

Query: Appendix A, Item I.5.2; Appendix H Responsibilities of the Client. Please confirm that CDR will obtain the permits and police (ISF) support required for roadside interviews and traffic counts on the international road.

Reply: As per Clause 5.1 of the Draft Contract, CDR will use its best efforts to facilitate the permits and will issue the necessary letters to ISF, MPWT and municipalities. The Consultant remains responsible for the organization, safety and traffic management of the surveys.

Query: Appendix A, Item I.5.2 (additional surveys); Draft Contract – Variations "Not Applicable"; Appendix C. Additional surveys must be priced in the offer and approved by CDR before execution, yet the draft contract states that Variations are "Not Applicable". Please confirm the mechanism: should bidders include a schedule of unit rates /

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provisional sums for additional surveys in Appendix C, and how will approved additional surveys be instructed and paid?

Reply: In principle, no additional topographical survey is required for this assessment. However, during the inception phase, if, on the basis of a rationale, such surveys are considered mandatory, the Consultant should submit a related proposal for prior CDR approval.

Query: Appendix A, Item II.6 Component 1 (p.10). Please confirm that two demand scenarios are the maximum required, and whether the Government will provide official macro-economic and demographic projections (CAS, MoF, IMF program) to be used, or whether the Consultant is to develop them.

Reply: Two to three traffic-demand scenarios shall be assessed. CDR will facilitate access to available official macroeconomic and demographic projections, where available. The Consultant shall develop and document the macroeconomic, demographic and transport assumptions for each scenario, drawing on appropriate official and other relevant sources, for discussion and validation with CDR before finalization.

Query: Appendix A, Item II.7 Report #5 Potential Revenues Forecasts (p.11). Do the revenue forecasts require a stated-preference / willingness-to-pay survey in addition to the OD questionnaires, or is toll diversion to be estimated from OD data and international values of time? Should tolling of the existing Beirut–Damascus road be considered among the charging scenarios?

Reply: The OD surveys shall support mode-choice and revenue assessment. The Consultant shall propose stated-preference approach, taking account of available OD data and applicable value-of-time assumptions; any material additional survey beyond the agreed scope shall require prior CDR approval. The tolling assessment shall consider relevant charging scenarios for the corridor. The tolling of the existing Beirut–Damascus road is left to the Consultant consideration.

Query: Appendix A, Item II.7 Report #7 (p.11). Please confirm that Report #7 is limited to recommendations and that drafting of legal texts (decree amendments, concession heads of terms) is not required. Is the establishment of a rail regulatory / operating framework (currently absent in Lebanon) within the scope?

Reply: No Drafting of Legal Text is required. Recommendation should be limited to general BOT/PPP Law.

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Query: Appendix A, Item II.6 Component 4 (p.10). Will CDR / MoF provide the economic parameters to be used (social discount rate, shadow prices, value of time, exchange-rate and inflation assumptions), or should the Consultant propose them in the Inception Report?

Reply: CDR will provide the applicable Lebanese / official economic appraisal parameters available with the relevant authorities. The Consultant shall review these and propose any additional parameters required, including the social discount rate, shadow pricing, value of time, exchange-rate and inflation assumptions, for discussion and agreement with CDR during inception.

Query: Draft Contract – Duration; Appendix A, Item II.7 Deliverables timetable (p.11). The 8-month duration excludes CDR approval time, which is not bounded. Please confirm the maximum review period per deliverable.

Reply: CDR's review duration depends on the content and nature of each deliverable. As per ToR III.3, the CDR review/approval time is excluded from the contract duration and shall not count towards delay penalties.

Query: Appendix A, Item II.7; Appendix E Reporting. Please confirm the number and location of meetings, workshops and steering-committee presentations expected (kick-off, per deliverable, final), the participating institutions (MPWT, HCP, Port of Beirut, municipalities), and whether presentation material or minutes must be produced in Arabic.

Reply: Bidders shall propose in their methodology at least: a kick-off meeting, a presentation of each deliverable (Reports #0 to #7), one workshop at the end of each phase, and a final presentation, all in Beirut. Participating institutions are expected to include CDR, MPWT, MoF, the Higher Council for Privatization and PPP, the Port of Beirut, Customs and relevant municipalities. Presentation materials and minutes shall be in English; Arabic is not required except for the Final Executive Summary / or as required by CDR.

Query: Appendix A, Item II.7 – Final Executive Summary. Please confirm that all reports other than the Final Executive Summary are to be submitted in English only and that no Arabic translation of the full reports is required.

Reply: Confirmed. All reports are in English only, except the Final Executive Summary, which is required in both English and Arabic.

Query: Appendix H Responsibilities of the Client (not in purchased set); Appendix A, Item I (available material). Appendix H is not included in the purchased set — please provide

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it. Please confirm the documents CDR will make available at commencement: the 1990s tunnel concept study, BRT feasibility studies, SDATL, Land Transport Strategy, geological maps, Port of Beirut and customs statistics, cadastral data, accident records, and any legal/institutional studies underlying Law 174/2020.

Reply: Appendix H will be issued to all bidders by Addendum No. [1]. The documents listed (subject to availability) will be made available to the successful Consultant at commencement; CDR will facilitate requests for data held by other agencies.

Query: Appendix D and Annexes D1, D2, D3, D5; RFP cl. 8, Appendix D "Technical Information to be submitted" and Annexes D1, D2, D3 and D5 are missing from the purchased set. Please issue them together with corrected appendix lettering.

Reply: Appendix D and its Annexes D1, D2, D3 and D5 will be issued to all bidders by Addendum No. [1], together with a corrigendum of the appendix references.

Query: Draft Contract – advance, retention, performance security, payment terms. Would CDR consider reducing the retention or releasing partially of the retention on acceptance of deliverables?

Reply: No. The retention conditions of Clause 6.3.2 of the Draft Contract remain unchanged.

Query: 3.4 Liability of the Consultant Liable for any loss from any default. No aggregate cap tied to fees; no exclusion of indirect / consequential loss, loss of profit / revenue / use / data. Limitations only cover third-party acts and Force Majeure. Insert aggregate cap = total fees paid; exclude indirect / consequential / economic loss; carve out death / personal injury and non-excludable liability.

Reply: Not accepted. Clause 3.4 of the Draft Contract remains unchanged.

Query: 3.5 Indemnity Broad, not-mutual indemnity for the Client and any Third Party covering losses from wrongful act, negligence or breach of contract, plus IP infringement; uncapped. Narrow to Third Party death / injury / property from the Consultant's negligence + IP indemnity; cap within Cl. 3.4; reduce for Client contribution.

Reply: Not accepted. Clause 3.5 of the Draft Contract remains unchanged.

Query: 3.9 / general — reliance. No limitation of reliance. The study feeds a downstream BOT relied on by investors / lenders; with uncapped liability, third-party reliance exposure is severe. Insert: deliverables for the Client's stated feasibility purpose only; no Third Party reliance / duty of care without a separate (capped) reliance letter.

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Reply: Not accepted. The deliverables are prepared for the Client; Clause 3.9 of the Draft Contract remains unchanged.

Query: 3.1.1 Standard of Performance 'Advanced technology / safe and effective equipment' (works language), 'faithful advisers' and duty to 'safeguard the Client's interests' push above reasonable skill and care; no fitness-for-purpose carve-out. Insert reasonable skill, care and diligence of a competent consultant; expressly exclude fitness for purpose / guarantee of result.

Reply: Not accepted. Clause 3.1.1 of the Draft Contract remains unchanged.

Query: 2.9.2(a) / 6.5 — non-payment Sole remedy for non-payment is termination after 45 days; no interest; no right to suspend. High payment risk given CDR funding position and Lebanon context. Add interest on late payment and a right to suspend for non-payment; reduce notice to 30 days. (Redlined 2.9.2(a), 6.5.3, new 6.5.6.).

Reply: Not accepted. Clauses 2.9.2 and 6.5 of the Draft Contract remain unchanged.

Query: 2.9.1(f) / 2.9.5 — termination for convenience Client may terminate in its sole discretion for any reason; on termination the Consultant is paid only for work done — no committed costs, demobilization or wind-down. Add payment of committed / unavoidable costs and reasonable demobilization on convenience termination.

Reply: Not accepted. Clauses 2.9.1 and 2.9.5 of the Draft Contract remain unchanged.

Query: 6.2 Variations ('Not Applicable'). No mechanism to instruct or value additional / changed services or scope creep — yet the TOR expressly contemplates additional surveys / counts. Insert additional-services / variation mechanism valued on Appendix C rates or agreed rates, with time adjustment.

Reply: Clause 6.2 remains unchanged. Check A2 concerning the Additional Surveys.

Query: 6.3.3 Penalties / LDs Delay penalty 0.2%/day (cap 10%); termination if delay exceeds 50 days; no relief for Client-caused delay; plus, an out-of-scope 'assistance during tendering' penalty regime. Carve out Client / CDR / Force Majeure delay; make penalties the sole remedy and liquidated (not a penalty); delete the tendering paragraph. (Redlined.).

Reply: Clause 6.3.3 remains unchanged, with the following clarifications: (i) as per ToR III.3, the CDR approval time and the time for approved additional surveys are excluded from the contract duration and from the calculation of delays; (ii) delays due to Force

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Majeure are covered by Clause 2.7.4; (iii) the paragraph related to assistance during tendering is not applicable, as this service is not part of the scope.

Query: 6.1 / funding — 'fresh USD'. Price line blank; council papers show funding was specially secured (~USD 0.8m fresh) and initially unavailable. Real payment / currency risk. Confirm appropriation in place; state fixed lump sum in fresh USD exclusive of VAT; seek front loading of milestone payments.

Reply: The contract price shall be a lump sum in US Dollars, exclusive of VAT (VAT to be invoiced separately as per Appendix J). Payment terms and the payment schedule of Appendix C remain unchanged.

Query: 6.3.1–6.3.2 / App F,G,I — securities. 10% performance + 10% advance guarantee + 10% retention per payment; on-demand guarantees payable on CDR's unilateral 'binding opinion'. Heavy for a study. Reduce retention to 5% and release half at Provisional Acceptance; fix the 15-day drafting error; seek documentary conditions on guarantee calls.

Reply: Not accepted; the securities and retention remain as per Clauses 6.3.1 and 6.3.2. Correction: The Performance Security shall be submitted within fifteen (15) days following the Effective Date. The specimen for the Performance Security is Appendix F and for the Advance Payment Guarantee is Appendix G.

Query: 2.3 vs Appendix A — programme. Fixed 8-month period vs deliverable dates measured from CDR acceptance and excluding approval time — internally inconsistent; slow CDR approvals create delay / penalty risk. Align the period with the deliverable mechanism; EOT for Client / CDR delay and additional surveys.

Reply: Clarification: the 8-month period of Clause 2.3 shall be read together with ToR III.3, i.e. it excludes the CDR approval time for each deliverable and the time for approved additional surveys. No further amendment is accepted.

Query: 6.5.4 Final Acceptance Deemed acceptance after 90 days; correction / review loop can repeat indefinitely; 12-month clawback of overpayments. Limit re-review to notified deficiencies, cap at 30 days and one repeat; reduce clawback to 6 months. (Redlined.).

Reply: Not accepted. Clause 6.5.4 of the Draft Contract remains unchanged.

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Query: 3.9 IP / documents Full assignment of all documents to the Client; no licence-back of the Consultant's methods / models; not conditional on payment. Licence-back of Background IP; ownership / licence conditional on payment. (Redlined 3.9.).

Reply: Not accepted. Clause 3.9 of the Draft Contract remains unchanged; the Consultant may retain a copy of the documents as provided therein.

Query: Can the JV be made up to 3 companies?

Reply: No. As per Clause 7 of the RFP, the maximum number of JV partners is 2. Other firms may participate as sub-consultants, subject to Clause 3.7 of the Draft Contract.

Query: if an extension of time will be granted for the subject project.

Reply: The deadline for submission of proposals is extended to 11 November 2026, as per Addendum No. [1] issued to all bidders. All other conditions remain unchanged. Bidders shall ensure that the validity of the Bid Security is calculated from the new submission deadline.

Query: Please confirm that the engineering assessment under the FS is to remain at Feasibility & high level conceptual, sufficient to establish technical viability, compare alternatives, define principal infrastructure requirements and support CAPEX/OPEX and economic appraisal.

Reply: Confirmed. The engineering assessment shall remain at feasibility and high-level conceptual level, sufficient to establish technical viability, compare alternatives, define principal infrastructure requirements and support CAPEX/OPEX estimates and economic appraisal. Detailed engineering design, design calculations, specifications and tender / construction-level drawings are not required at this stage.

Query: Where info necessary for the FS is unavailable or insufficient, please confirm that the consultant may identify the relevant data gaps, adopt reasonable & documented feasibility stage assumptions where appropriate, and recommend additional survey/ investigations. Where additional site survey/ investigations is considered necessary during the present assignment, please confirm that their scope, program and commercial implications shall be subjected to prior CDR approval before execution and the fees to be borne by the client.

Reply: Confirmed. Where information is unavailable or insufficient, the Consultant may identify data gaps, adopt reasonable and documented feasibility-stage assumptions, and recommend additional surveys / investigations. Any additional surveys or investigations beyond the agreed base scope shall be subject to CDR's prior approval

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of the scope, programme, fees and any associated time implications before execution, with the approved additional costs to be borne by CDR.

Query: The TOR refer to topographical surveys unless adequate GIS information is available. Please confirm that, for feasibility purposes, the Consultant may primarily use available GIS, satellite imagery, existing mapping and Client/ public data, with any new topographical survey limited to locations where the available info is insufficient for the required feasibility assessment. Any additional survey scope identified during inception shall be subject to prior CDR approval before executing and the fees to be borne by the client, please confirm.

Reply: Confirmed. Available GIS, satellite imagery, existing mapping and Client / public data may be used as the primary basis for the feasibility assessment. New topographic surveys shall be limited to material data gaps where existing information is insufficient for the required feasibility assessment. Any additional topographic survey identified during inception shall require CDR's prior approval of the scope, programme, fees and associated time implications before execution, with the approved additional costs to be borne by CDR.

Query: Please confirm that the feasibility assessment may initially rely on available geological/geotechnical information, published geological mapping and previous studies, and that intrusive investigations such as boreholes. Trial pits and laboratory testing are not to be assumed in the base scope unless specifically identified as necessary following the inception/ data-gap assessment and approved by CDR.

Reply: Confirmed.

Query: Please confirm that the consultant may initially identify & strategically scree a broader range of road, railway & multimodal alternatives, then develop a reasonable shortlist of viable alternatives to the feasibility level required for comparative assessment, rather than developing every initially identified option to the same level of detail.

Reply: Confirmed. The Consultant may initially identify and strategically screen a broad range of road, rail and multimodal alternatives, and then develop a reasonable shortlist of viable alternatives to a consistent feasibility level for comparative assessment. Options screened out at the initial stage are not required to be developed to the same level of detail.

Query: Please confirm that shortlisted road and railway options are to be developed to a feasibility level sufficient for comparative assessment in accordance with component

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3, while the recommended solution may receive the greatest level of refinement and optimization for the final feasibility appraisal and implementation recommendations.

Reply: Confirmed.

Query: The Consultant understands that the required feasibility-level scope for the tunnels and bridges will be limited to providing high-level technical advice on the anticipated systems, indicative dimensions and configurations, approximate alignment and lengths, and order-of- magnitude costs. No design, design calculations, drawings, modelC68:C69s, specifications, or other design deliverables are required or shall be submitted as part of this scope. Please confirm or advise otherwise.

Reply: Partially confirmed. No design calculations, specifications or detailed design are required. However, the ToR (Component 3) requires concept design principles and related drawings: outline drawings of tunnels and major bridges (indicative cross-section, length, span arrangement, portals and location) are required at concept level as input to the comparison of alternatives and the cost estimates.

Query: Please confirm that CAPEX estimates are required at feasibility level, based on conceptual quantities, benchmark/local unit rates where available and appropriate contingencies/risk allowances, and that detailed quantity take-offs, priced Bills of Quantities and tender-level cost estimates are not required.

Reply: Confirmed. Indicative accuracy $\pm 30\%$ (feasibility level).

Query: Please confirm that the railway alternative is to be developed at feasibility level, including indicative alignment, operating concept, principal track/infrastructure and systems requirements, interfaces, stations/freight/intermodal facilities as applicable, conceptual quantities and CAPEX/OPEX, without detailed track design, signaling/telecom/traction design, detailed station/depot design, system calculations, specifications or preliminary/detailed/tender/FC design.

Reply: Confirmed, including the concept-level drawings.

Query: Please confirm that the environmental and social scope is a feasibility-stage assessment focused on environmental, social, spatial and climate constraints and comparative impacts of the alternatives, based primarily on available information and proportionate field verification where necessary, and that a full statutory ESIA/EIA, permitting documentation, detailed seasonal ecological surveys or other approval-stage environmental studies are not required under this assignment.

Reply: Confirmed.

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Query: If new topographical survey is required, please clarify the expected survey limits, corridor of width, accuracy, scale and specific locations, and confirm whether a continuous detailed topographical survey of the entire Beirut—Bekaa corridor is required at this feasibility stage or whether targeted survey coverage may be adopted based on identified data gaps.

Reply: A continuous detailed topographic survey of the entire corridor is NOT required. Targeted coverage based on the identified data gaps may be adopted; limits, corridor width, accuracy and scale shall be proposed by the Consultant in the Inception Report for CDR approval.

Query: Please confirm that the Institutional Expert's PPP/private-sector-participation role is limited to feasibility-stage assessment of implementation, institutional, governance, financing and private-sector-participation options, and does not include preparation of PPP procurement/tender documents, concession agreements, transaction documentation, investor market sounding or transaction advisory services.

Reply: Confirmed. The Institutional Expert's role shall be limited to feasibility-stage assessment and recommendations on implementation, institutional and governance arrangements, financing and private-sector-participation / PPP options. Preparation of PPP procurement or tender documents, concession agreements, transaction documentation, investor market sounding and transaction advisory / execution services is not required.

Query: Please confirm that the approximately 2,500 OD questionnaires stated in the TOR represent the overall combined sample for passenger and freight OD surveys, rather than separate samples for each passenger/freight category, direction or survey location.

Reply: Confirmed. The 2,500 questionnaires represent the overall combined sample.

Query: The TOR identifies estimated personnel inputs for Key personnel and support staff. Please confirm whether these man-day inputs are indicative for proposal/evaluation purposes and indicative whether the Consultant may propose higher or lower inputs for individual positions based on its methodology, work plan and resource deployment, provided that all required Services and Inputs Deliverables are fully achieved within the specified program. Alternatively, please confirm whether the stated man-days are mandatory minimum inputs that shall be maintained in the proposal.

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Reply: The stated personnel inputs for the Key Personnel are indicative for proposal and evaluation purposes. The Consultant may optimize individual inputs based on its methodology, work plan and resource deployment, provided that all required Services and deliverables are fully achieved within the specified programme and the proposed Key Personnel meet the RFP requirements. The Consultant may also deploy additional professional and support staff not specifically identified as Key Personnel in the RFP, with inputs determined by the Consultant based on the requirements of the assignment.

Query: Please clarify the anticipated number and format of stakeholder meetings/workshops and confirm whether CDR will facilitate access to and coordination with relevant public authorities/stakeholders, with the Consultant preparing for and attending the agreed key meetings/workshops required for the Study.

Reply: The number and format of stakeholder meetings / workshops shall be proportionate to the needs of the study and agreed with CDR during inception, with remote meetings used where practicable. CDR will facilitate access to and coordination with relevant public authorities and stakeholders where required. The Consultant shall prepare for and participate in the agreed key meetings / workshops necessary for completion of the Study.

Query: Please confirm that OPEX estimates may be developed using benchmark operating parameters and comparable-project data, appropriately adjusted to the Lebanese context, rather than detailed operational modelling/design of each infrastructure system.

Reply: Confirmed. OPEX estimates may be developed at feasibility level using representative operating and maintenance parameters, comparable-project benchmarks and available local information, appropriately adjusted to the Lebanese context and the characteristics of the relevant infrastructure. Detailed operational modelling, asset-management plans or system-by-system maintenance engineering are not required.

Query: Reference to Clause 1.18, "Staffing & Schedule Team Composition", the Consultant notes that no specific scope or dedicated expertise to wet utility networks is identified in RFP. Please confirm whether a high-level assessment of existing wet utilities along in the corridor is required as part of the Consultant scope. If so, please clarify under which discipline/position the associated effort is to be considered.

Reply: No utility design is required. At feasibility level, the Consultant shall identify, through desk study, the major known wet-utility constraints along the shortlisted alignments (transmission mains, trunk sewers, major irrigation canals/TSE lines) and allow for indicative protection/relocation costs in Report #4 where material to the comparison

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of alternatives. No dedicated position is required; the effort may be allocated under the Environmental Expert, Road Expert and/or support staff.

Query: The Consultant understands that as-built drawings of existing utilities in the project area are available and will be provided by the Client. Hence, it is not required to perform utility surveys using underground utility detection techniques. e.g. GPR, EML, CAT, etc. For any additional underground utility survey needed, the Consultant may assist the Client in selecting a qualified survey company by preparing the necessary specification documents. The cost for the additional surveys will be directly borne by the Client. Please confirm or advise otherwise.

Reply: Confirmed. Underground utility detection surveys are not required. Note that CDR does not guarantee the availability of as-built drawings; the Consultant shall rely on the records obtained from the concerned authorities.

Query: Please confirm whether a hydrologic flood and/or high-level storm water drainage assessment along the corridor is required as part of the Consultant's scope.

Reply: Yes, at high level.

Query: Please confirm that, at feasibility stage, utility interfaces are limited to identifying major known conflicts and establishing indicative protection/ diversion/ relocation requirements and cost allowances where material to the alternatives, without detailed utility relocation /diversion design, demolition design, authority submissions or construction documentation.

Reply: Confirmed.

Query: Please confirm that the traffic-count requirement is limited to the five (5) ATC locations stated in the TOR, unless additional count locations are identified as necessary during inception and subsequently agreed/approved b CDR.

Reply: Confirmed. The base traffic-count scope is limited to the five (5) ATC locations stated in the TOR. Any additional count locations identified as necessary during inception shall be subject to CDR's prior approval of the scope, fees and associated programme / time implications before execution.

Query: Please confirm that road/highway alternatives are required at feasibility level, including indicative alignment, road classification, typical cross-sections, major junction/structure requirements, principal geometric parameter and conceptual

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quantities, without detailed horizontal/vertical alignment design, pavement design, drainage design, detailed junction design or preliminary/detailed/tender/IFC design.

Reply: Confirmed. The scope is limited to developing conceptual drawings depicting indicative alignment, road classification, typical cross-section, and major junction/interchange configuration.

Query: Please confirm that major bridges, viaducts and other structures are required at feasibility level only, including indicative location, representative structural type/configuration, approximate dimensions/span arrangement, key foundation/geotechnical and constructability considerations, conceptual quantities and CAPEX inputs, without detailed structural analysis, member sizing, reinforcement /foundation design or detailed construction drawings.

Reply: Confirmed.

Query: Please confirm that detailed engineering, detailed site investigations and design-development activities beyond the feasibility level required by this TDR will form part of subsequent project stages and are not included in the present assignment unless specifically instructed through an agreed amendment.

Reply: Confirmed.

Query: Please confirm that the financial and economic assessment is required at feasibility level for comparison /appraisal of the relevant alternatives. including CBA, NPV/EIRR/FIRR and sensitivity analysis, and does not require lender-grade financial modelling, financing documentation, transaction structuring documents or investor/lender due-diligence materials.

Reply: Confirmed

Query: Please confirm that the Consultant may determine the number and duration of site visits necessary to perform the Feasibility Study and that continuous site presence or full-time site-based deployment of Key Experts is not required.

Reply: Confirmed. However, as per Clause 4.5 of the Draft Contract, a resident manager acceptable to the Client shall be in charge whenever Services are performed in Lebanon.

Query: The TOR refers in different sections to a baseline year of 2025 and, in Report #1, a 2022/2023 reference case, and also refers to different future forecast horizons. Please

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confirm the required baseline/reference year and the definitive future forecast years to be adopted for the OD matrices, demand forecasts and economic appraisal.

Reply: Baseline year: 2026. Forecast horizons: 2030, 2040 and 2050 (supersedes the reference to 2045). The 2022/2023 reference in Report #1 refers to the latest available data, to be adjusted to 2025.

Query: Appendix A - Terms of Reference is referenced in the RFP as including Annexes A1 and A2. Please provide Annexes A1 and A2 if they form part of the RFP package or confirm that no separate Annexes A1/A2 are applicable or required for proposal submission.

Reply: Annexes A1 (GIS Requirements) and A2 (Expropriation Procedures) will be issued to all bidders by Addendum No. [1].

Query: The RFP requires Appendix D — Technical Information, including Annexes D1, D2, D3, D4 and D5. Please provide any Appendix D annexes/forms not included in the issued package or confirm the required format/content to be submitted for each annex.

Reply: Appendix D and its Annexes D1 to D5 will be issued to all bidders by Addendum No. [1].

Query: Please clarify whether Appendix H — Responsibilities of the Client is to be completed or amended by the Tenderer or simply signed/stamped and submitted as issued with the Technical Proposal.

Reply: Appendix H shall be signed and stamped and submitted as issued; it shall not be completed or amended by the Tenderer.

Query: Please clarify the reference to 'Documents requested by the ITB' under the Technical Proposal submission requirements and identify the specific documents to be induced.

Reply: It refers to the documents listed in Clause 5 of the RFP (items (a) to (q)), to be submitted in the Technical Proposal envelope.

Query: The component 4 of the Scope of Work in the RFP - Feasibility Appraisal and Implementation Options mentions alternative investment schemes for financing. We understand that alternative investment schemes would include a combination of financing from multiple sources including - Government, Private Sector, Climate Funds, Blended Financing, DFIs, Multilateral Institutions. Kindly confirm if there are any other specific investment schemes that are expected to be evaluated.

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Reply: Confirmed. The Consultant shall assess, at feasibility level, relevant combinations of Government / public funding, private-sector participation, climate and blended finance, DFIs and multilateral financing. These sources are not intended to be exhaustive, and other credible funding / investment schemes may be considered where appropriate to the recommended option. Detailed financing arrangements, transaction structuring or financing execution are not required at this stage.

Query: Extension of time till 21 October 2026.

Reply: The deadline for submission of proposals is extended to 11 November 2026, as per Addendum No. [1] issued to all bidders. All other conditions remain unchanged. Bidders shall ensure that the validity of the Bid Security is calculated from the new submission deadline.

Query: We are finalizing a consortium with international partner firms in order to present the strongest possible technical team for the expanded feasibility study, covering demand analysis, technical alternatives, economic assessment and PPP financing options as required under the Terms of Reference. The consortium agreement, joint powers of attorney and associate] corporate authorizations are presently being executed and notarized. These formalities, conducted across several jurisdictions, cannot be completed before the current deadline.

Reply: Noted; The deadline for submission of proposals is extended till 11 November 2026. As per Clause 7 of the RFP, a JV is limited to 2 partners; other firms may participate as sub-consultants. The form needed at this stage is a Joint venture agreement (Format is attached to these clarification as Appendix M)

Query: Document legalization and mobilization logistics for Lebanon The proposal requires legalized corporate documents (notarization, apostille and consular attestation under both Turkish and Lebanese procedures) as well as entry-visa arrangements for the key experts who are to carry out the site visit, traffic data collection and stakeholder consultations in Lebanon. The lead times of the competent authorities are outside the bidder's control and exceed the time remaining until 23 September 2026.

Reply: Noted; The deadline for submission of proposals is extended till 11 November 2026. The documentation requirements of the RFP remain unchanged.

Query: Arrangement of the bid security (bank guarantee). The required bid security in the amount of USD 24,000 must be issued in the form of a bank guarantee letter by an international bank, for the benefit of a contracting authority abroad. The arrangement of such an instrument for an international company — including the bank's internal

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credit approvals, the guarantee's issuance in conformity with the tender requirements, and its physical delivery to Lebanon — takes considerable time to complete from abroad and cannot be finalized before the current deadline.

Reply: The deadline for submission of proposals is extended till 11 November 2026. The Bid Security may be issued by a bank located in Lebanon or by a foreign bank acceptable to CDR (RFP Clause 8).

Query: Statement in support. We note that the announcement states "no extension to the announcement period." We nonetheless respectfully submit that the circumstances above are exceptional and administrative in nature. not related to the technical preparation of the proposal- Granting a four-week extension would allow....and its consortium to submit a full-fledged, complete and fully compliant proposal. This serves the competitive selection process by ensuring that all qualified and genuinely interested consultants are able to participate on equal terms, and it protects the benefits of the contracting authority by safeguarding the quality, comparability and integrity of the proposals received, thereby enabling CDR to select the best offer for the expanded feasibility study of the Beirut—Bekaa Road Tunnel.

Reply: The deadline for submission of proposals is extended till 11 November 2026

Query: RFP: Are required to provide a performance security in the amount of 10% of the total fees. Moreover 10% retention applies.: Please advise if it is acceptable to waive retention money since the consultant will provide a performance bond valid until the completion of the services.

Reply: Not accepted. The retention money remains as per Clause 6.3.2 of the Draft Contract.

Query: Sub clause 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 Sub consultants or their Personnel;

(b) Third Party liability insurance;

(c) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultants, in accordance with the

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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.

Please list the required insurances to be procured, along with their corresponding coverage and validity.

Reply: The Consultant shall provide the insurances listed in Clause 3.6 (a) to (d), with coverage amounts commensurate with the nature of the Services and in accordance with Lebanese law, as determined by the Consultant. The insurances shall remain valid for the full contract duration until Final Acceptance. Evidence of insurance shall be submitted to CDR upon Query.

Query: Sub clause 6.5.1- mode of billing and Payment: Within 60 days after the Effective Date and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultant an advance payment of 10% of the amount mentioned in Clause 6.1 Please advise if it is possible to reduce the time for payment of the advance payment to 14 days from the invoice receipt.

Reply: Not accepted. Clause 6.5.1 of the Draft Contract remains unchanged.

Query: Sub clause 6.5.3 - mode of billing and Payment: The Client shall cause the payment of the Consultant's statements within sixty (60) days of the receipt by the Client of such statements with supporting documents. Please advise if it is possible to reduce the time for payment to 30 days from the invoice receipt.

Reply: Not accepted. Clause 6.5.3 of the Draft Contract remains unchanged. But the documents state the maximum time for payment.

Query: Sub clause 6.5.4 - mode of billing and Payment: The Services shall be deemed completed, Provisionally and Finally Accepted at the same time by the Client, and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. Please advise if it is possible to reduce the duration of acceptance to 30 days.

Reply: Not accepted. Clause 6.5.4 of the Draft Contract remains unchanged. The documents state the maximum time for payment.

Query: Invitation to Bid (ITB) & Draft Contract- Section 7 of the ITB explicitly states: " Joint Venture is acceptable. The maximum number of partners is 2." While in the Draft

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Contract which form an integral part of the RFP documents, states: "Joint venture: not applicable". In light of above, we respectfully request that CDR: 1- Confirm whether joint venture submissions are admissible for this procurement, consistent with ITB §7; 2- Clarify whether section 1.8 of the Draft Contract will be amended to reflect the joint venture admissibility stated in ITB § 7, or whether ITB § 7 will be revised accordingly.

Reply: JV submissions are admissible, with a maximum of 2 partners, as per Clause 7 of the RFP. The clause 1.8 of the contract being not applicable means that there is no special requirement for the joint venture.

Query: We kindly request a two-week extension of the submission deadline.

Reply: The deadline for submission of proposals is extended to 11 November 2026, as per Addendum No. [1] issued to all bidders. All other conditions remain unchanged. Bidders shall ensure that the validity of the Bid Security is calculated from the new submission deadline.

Query: General. Kindly confirm if we are to provide the sub consultant experience in our team as a part of the tenderer overall experience

Reply: The firm's general and specific experience (evaluation criteria 3 and 4) is assessed on the bidder, or the JV partners in case of a JV. Sub-consultants' experience is not counted towards these criteria, but may be presented as supporting information. Key experts from sub-consultants may be proposed.

Query: We request a 2 weeks' extension of submission deadline.

Reply: The deadline for submission of proposals is extended to 11 November 2026, as per Addendum No. [1] issued to all bidders.

Query: RFP - §5.2 "In the event of 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 consultant must have an agent or representative in Lebanon with authority to sign on behalf of him." "Kindly confirm if all or any of the following documents under point 5.1 are not required from foreign companies but only applicable to the lead JV or the representative in Lebanon who has the authority to sign on behalf of the JV.:

f) quittance issued by the National Social Security Fund.

i) M18 issued by the Ministry of Finance.

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k) Certificate of registration of the bidders issued by the Directorate of Added Tax.

o) 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."

Reply: these documents are requested to the Lebanese Bidders presenting their bids solely or as part of a joint venture. In the event of participation of a foreign bidder, he shall present all certificates required above, according to the laws of the country in which is he located, provided that these statements are duly certified by the competent authorities. Example: The M18 form can be substitute by Declaration according to the country law listing all the owners of the economic right.

We note that in case a foreign bidder is awarded the contract, he shall before signature of the contract, present a certification of registration issued by the Ministry of Finance

Query: RFP - §5.3: Kindly confirm whether prior general and specific experience gained as a sub consultant on similar projects is eligible for evaluation.

Reply: qualification of the firms to be considered, the consultant shall be the bidder or member in a joint venture

Query: We would be grateful if you could advise whether your organization welcomes proposals from international consulting firms and whether there are any restrictions or eligibility requirements applicable to international bidders. We would also appreciate clarification on whether local registration or a Lebanese license is mandatory for participation and whether international consultancies have successfully delivered similar assignments for your organization in the past.

Reply: This invitation is open to eligible consultants with experience in providing services. Bidders are considered acquainted with and aware of the laws in force for the Republic of Lebanon: Foreign companies have to submit a certificate issued by the Ministry of Economy & 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).

Query: We would appreciate guidance on how the full tender package may be obtained. Specifically, we would like to understand whether the tender documents can be provided electronically or whether local purchase remains mandatory, and if electronic distribution is available, whether you could share the relevant documentation or direct us to the appropriate process.

Reply: The purchase of the tender documents is mandatory; the receipt of the purchase shall be added to the offer in envelope one, and the tender document shall be stamped and

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signed and added to envelope one of the offer. The tender is available for info only on CDR's website www.cdr.gov.lb and on the public procurement authority page www.ppa.gov.lb.

Query: We would welcome your perspective on whether our company would be considered a credible and competitive bidder.

Reply: in case your firm is interested in presenting an offer, you are required to present all required documents requested in this RFP, your offer will be evaluated at later stage.

Query: Should local participation be required; we would also appreciate clarification on the preferred approach. In particular, whether an International consultant would be expected to partner with a Lebanese firm, whether there are local firms your organization has worked with previously and would recommend for teaming arrangements, and whether either a joint venture or sub-consultancy arrangement would be acceptable.

Reply: This bid is open to all Lebanese and International consultants acquainted with and aware of the laws in force for the Republic of Lebanon. Experience of firms will be considered for evaluation, only in case firms are presenting their bids as solely bidder or member of JV. Experience of sub consultant will not be considered.

Query: The types of firms expected to participate?

Reply: This invitation is open to eligible consultants with experience in providing services, with similar complexity of the assignment of this contract and who respond to qualification requirement as listed in this RFP. Consultant can bid solely or as member in a Joint venture of maximum 2 members.

Query: RFP-point 19-Evaluation of bids: RFP states under point #3. general experience of the firms related to the assignment that "the bidder should list at list 5 relevant projects ongoing/ or completed within the last 15 years". Then under the next statement it was stated that for the general experience of the firms "the certificate of completion proving the required experience shall include the detail of the project". Please advise if the completion certificate still applies for ongoing projects or if it shall be waived.

Reply: Completed projects shall be accompanied by the certificate of completion. For ongoing project, the bidder must provide a copy of signed contract with the Client and interim progress reports or a partial certificate of satisfactory performance, officially issued by the contracting authority (the project owner), detailing the scope of work completed

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and the percentage of progress achieved or any other documents that can prove the percentage of completion and involvement of the consultant.

Query: RFP-point 19-Evaluation of bids: Please advise on what are the relevant elements for evaluation under general experience of the firms and specific experience of the firms similar to the relevant percentage weights identified for Key Experts.

Reply: Technical proposals will be evaluated using the criteria and points as detailed in clause 19 of the RFP.

Query: RFP-JV :is it permissible at the tender stage to submit in case of JV with a foreign partner, a letter of intent to form a JV once awarded the project signed between the two members?

Reply: A joint venture agreement shall be signed between both parties. (form of the JV Agreement is attached to these clarification as Appendix M

Query: Local Representative / Power of Attorney. As a foreign bidder, we understand from the RFP that a foreign consultant must have an agent or representative in Lebanon with authority to sign on its behalf. If the appointment of a local representative in Lebanon is nevertheless mandatory, kindly confirm whether a simple Authorization Letter / Appointment Letter is sufficient, or whether a notarized Power of Attorney in favor of the local representative is required as part of the tender submission. Could you please clarify whether the proposal has to be signed by the legal representative (or other duly authorized signatory)?

Reply: A foreign bidder must adopt one of the following options for participation:

- Participating as part of a consortium that includes a Lebanese company meeting the required criteria.
- The personal presence of the company's legal representative to participate in the procurement process.
- Having an agent or representative in Lebanon authorized to sign the contract on the company's behalf.

The foreign bidder shall sign the bid, unless he has granted its agent or legal representative in Lebanon a formal, specific, and explicit power of attorney authorizing them to sign the bid on its behalf certified by a Notary.

Query: Legalization of Corporate Documents: Kindly clarify whether the corporate and administrative documents of a foreign bidder (e.g. Company Registration Certificate,

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Articles of Incorporation, Power of Attorney, Board Resolution, and similar legal documents) must be legalized by the Lebanese Embassy in the country of origin prior to submission, or whether certified translations into English are sufficient at tender stage.

Reply: All certificates shall be duly certified by the competent authorities prior to submission and are mandatory for evaluation of the eligibility and qualification of the bidder.

Query: Considering the volume of documentation required, the time needed to obtain and, where applicable, legalize corporate documents, and our intention to carefully review all tender requirements in order to prepare a comprehensive and high-quality proposal, we respectfully request an extension of the proposal submission deadline by two (2) additional weeks.

Reply: The deadline for submission of proposals is extended till 11 November 2026, as per Addendum No. [1] issued to all bidders.

Query: RFP-p8- Evaluation of Bids: The RFP specifies that "Certificates issued abroad: must be signed and stamped by the Client, the relevant authority and the Ministry of Foreign Affairs in the country and by the Lebanese Consulate.". However, obtaining the additional attestation required under the RFP for these legacy projects within the tender submission deadline presents practical challenge, particularly given the time required to complete the formalities. In this regard, we kindly request consideration of a waiver of the attestation requirement for foreign completion certificates, allowing our existing stamped certificates to be accepted as evidence of experience, supports by copies of the relevant contracts and/ or final payment certificates, where applicable.

Reply: legal documents to be submitted in the bid are requested by the Lebanese public laws during tendering process, and are mandatory for evaluation of the eligibility and qualification of the bidder. We note that the last date for bid submission has been extended till the 11th of November, 2026 in order to give bidder the necessary time to prepare their offers.

Query: We are participating in the above mentioned tender and we submitted some clarification requests. Since we are unable to receive faxes, could you please send the replies by email, or let us know we can access the clarifications?

Reply: Clarifications and any Addendum will be published on CDR's website www.cdr.gov.lb and on the public procurement authority page www.ppa.gov.lb for info. We remind you that tender documents shall be purchased from CDR tender department, then stamped and signed, and presented with the receipt of purchase in the envelope one of the offer. Any Addenda or clarifications shall also be signed and added to envelope one.

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Query: We refer to the attestation requirement under Article [1 9], Page [8] of the RFP, requiring duly attested Certificates of Completion and/or supporting documents evidencing the Bidder's relevant project experience. , we kindly request a waiver of the attestation requirement and propose that the Bidder be permitted to demonstrate its relevant experience through official supporting documents, including Certificates of Completion, signed Letters of Award, signed contracts or engagement agreements, client confirmation letters, official public announcements, or other records evidencing the award or successful delivery of the relevant projects.

We would appreciate your confirmation that the above approach will be acceptable for the purposes of the proposal submission.

Reply: any Project Certification to be considered shall be issued by the Client.

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ANNEX A1

“GIS” REQUIREMENTS

GIS Requirements

1. PURPOSE

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

2. DELIVERABLE FORMATS

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

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

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

3. DEFINITIONS

3.1 Geographic Information System (GIS)

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

3.2 Computer-Aided Design (CAD)

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

3.3 Shapefile

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

3.4 Coverage

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

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

3.5 Database Design

Database design is a critical process that requires planning and revision until one reaches a design that meets requirements and performs well. Fields or items must be created by defining their type and width.

4. SPECIFICATIONS AND GUIDELINES FOR PRODUCING GIS DATA.

4.1 GIS Layers and Features Spatial Shapes

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

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

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

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

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

4.2 GIS Dataset

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

4.3 Methods to Create GIS Layers

Two methods are used to create GIS layers:

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

4.4 Attribute Table

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

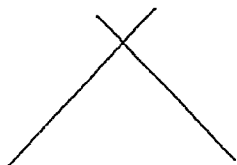
- 1- Attribute data in a GIS database are often abbreviated, coded, or unformatted. In order to make it easy for map-readers to understand the data, one should reformat it, provide aliases, or filter the data before including in the map.
- 2- Attribute data that represent specific kinds of information,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

4.5 Topology

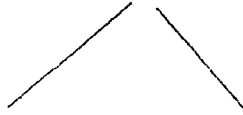
4.5.1 Connectivity

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

Overshoots



Undershoots



Gaps



Loops



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

4.5.2 Overlapping

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

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

4.6 Symbolizing Data

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

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

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

4.7 Data Capture

4.7.1 Georeferencing

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

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

Projection specifications should be:

Projection: Stereographic.

Datum: Clarke1880

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

4.7.2 Digitizing, Converting and Data Entry

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

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

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

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

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

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

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

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

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

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

4.8 "GIS-ready" CAD File

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

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

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

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

All digitized lines must be topologically structured:

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

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

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

4.9 Tiling / Edgematching

For a number of reasons relating to file size, data management or performance, GIS and CAD users may tile areas across several files. This may serve them well, but if a feature, say a road, crosses those tiles, they will need to be "knit" together to create a single road. To assure that the pieces can be easily brought back together, both shall be "tagged" with the same information (or ID): matching layer assignments, matching end coordinates and matching attributes.

ANNEX A2

Expropriation Procedures

مجلس الإنماء والإعمار

بـيروت - لبنان

قرار رئاسة رقم ١٨٤/٢٠١٢

تجديد المستندات الواجب تقديمها من قبل الاستشاريين

ان رئيس مجلس الإنماء والإعمار،
بناءً على الأحكام والقوانين المرعية الإجراء،
واستناداً لقرار مجلس الإدارة رقم ٩٠٠/٢٠١١/أ تاريخ ١٦/١١/٢٠١١

يقرر ما يلي:

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

المادة الثانية: بالنسبة للاستشاريين المكلفين إعداد ملفات الاستملاك

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

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

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مجلس الإنماء والإعمار

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

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

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

(٧) مسطح تفصيلي للمنشآت المطلوب استملاكها بمقياس ١٠٠/١ يبين جميع التفاصيل الدلالية للمنشآت المطلوب استملاكها كالأبنية والخزانات والبرك والتساوين والآبار والفسحات المكسية بالبلاطون أو البلاط أو الزفت، وتفصل كل طبقة من هذه الأبنية بمفردها، كما يبين هذا المسطح جميع التجهيزات التي تحتوي عليها هذه الأبنية من كهرباء وماء ونوع البلاط وحالتها العامة، وإذا كان المشروع تخطيطيا يتوجب بيان محور التخطيط وموقع الأوتاد وحدود الاستملاك وحدود العقارات الكاملة والمأخوذة والباقية منها.

(٨) وثائق الاستملاك العائدة لمشاريع الطرق كما يلي:

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

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

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

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

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

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

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

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

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

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

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

ش

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

المادة الثالثة: يقوم الاستشاريون بعملية تحديث:

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

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

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

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

- بيان تفصيلي بالأشغال التي وضعت كلياً، أو جزئياً، قيد الاستعمال وتاريخ وضعها، علماً أنه استناداً إلى أحكام المادة ٤٩ من قانون الاستملاك رقم ٩١/٥٨ وتعديلاته فإن مشاريع الري تعتبر منجزة في أول السنة التالية لسنة وضع المياه بتصرف المستفيدين منها .
- الأسس المعتمدة لتحديد مقدار التحسين في العقارات المستملكة (جزئياً) وتلك المجاورة لها المستفيدة من تنفيذ المشروع، والتي يجب أن تشمل بيان الأسعار التي كانت رائجة قبل تدوين إشارة مرسوم إعلان المنفعة العامة على الصحيفة العينية العائدة للعقارات المستملكة وتلك الرائجة بعد وضع المشروع (كلياً أو جزئياً) قيد الاستعمال،

مجلس الإنماء والإعمار

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

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

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

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

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

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

بيروت في ٢٩ آذار ١٩٩٢

رئيس مجلس الإنماء والإعمار

نبيل عطنان الجسر



نسخة تلغراف:

- أعضاء مجلس الإدارة
- مرسوم الحكومة
- إدارات النجاش
- مخططات النجاش

Appendix B**Consultant's Key Personnel****MINIMUM REQUIREMENTS**

The following Consultant's staff are considered necessary. The Consultant shall make his own assessment of the staff needed for carrying out the work but must submit curricula vitae for the key staff specified here. All team members should have proven proficiency in written and spoken English, Arabic and French knowledge are an asset. For the Team Leader, Institutional Expert and Transport Economist proficiency in Arabic is mandatory in addition.

WORKING HOURS

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

STAFF DUTIES AND QUALIFICATIONS**Team Leader***(Transport Planner)*

Minimum 25 years' experience— postgraduate transport planning, civil engineering, strategic planning. Knowledge in similar projects/ contexts in the last 15 years.

Road Expert

Minimum 20 years' experience— postgraduate road/ structure engineering, civil engineering, highway/ infrastructure design. Knowledge in similar projects in the last 15 years.

Railway Expert

Minimum 20 years' experience— postgraduate railway/ operation engineering, civil engineering, railway design/ management. Knowledge in similar contexts in the last 15 years

Transport Economist

Minimum 15 years' experience— postgraduate transport economics, civil engineering, planning/ management. Knowledge in similar contexts in the last 10 years

Financial Expert

Minimum 15 years' experience— postgraduate finance, economy, planning/ management. Knowledge in similar contexts in the last 10 years

Expert in Logistics

Minimum 15 years' experience – postgraduate transport economics, logistics, planning/ management. Knowledge in similar contexts in the last 10 years.

Modelling Consultant

Minimum 15 years' experience— postgraduate transport planning, civil engineering, transport modelling. Knowledge in similar contexts in the last 10 years.

**Tunnel & Structure
Expert**

Minimum 15 years' experience— postgraduate geotechnical / structure engineering, civil engineering, tunnel design. Knowledge in similar projects in the last 10 years.

**Institutional Expert
(with PPP skills)**

Minimum 20 years' experience – postgraduate law / management, funding, governance. Knowledge in similar projects in the last 15 years.

Environmental Expert

Minimum 10 years' experience- Environmental Engineer. Knowledge in similar projects in the last 10 years

Appendix D

Technical Information to be Submitted by Consultant

- 1 The Consultant shall prepare and submit the following technical information concerning the Consulting firm and the performance of the Services:
 - (a) Annex D1 - details of the Consulting firm.
 - (b) Annex D2 - Curriculum vitae, one for each person for the positions specified in Appendix B.
 - (c) Annex D3 - a detailed methodology describing how the Consultant intends to carry out the Services.
 - (d) Annex D4 - a work plan of each task of the Services allocating the man-months for each person and identifying *all* staff proposed together with the total man-months between the separate tasks.
 - (e) Annex D5 - Consultant's comments, if any, on the Terms of Reference (Appendix A) and the services and facilities to be provided by the Client (Appendix D).

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

Annex D2**Format of Curriculum Vitae
for Members of Consultant's Team**

Name: _____ Date of birth: _____

Profession: _____

Years with Firm: _____ Nationality: _____

Present place of work: _____

Proposed Position on Team: _____

Education:

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

Key Qualifications:

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

Languages:

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

	Reading	Speaking	Writing
English			
Arabic			
French			

Experience Record:

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

Annex D3

Organisation and Methodology

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

Annex D4

Work plan and Allocation of Personnel to Each Task

- 1 The Consultant shall prepare and submit a detailed work plan of each task/phase of the Services allocating the man-months for each and every person and the total man-months between the separate tasks/phases
- 2 The work plan shall be based on:
 - (a) the tasks/phases specified in Appendix A;
 - (b) the man-months for each position and the total man-months; and
 - (c) the personnel specified by the Consultants in Annexe D2.and be presented in the form attached.
- 3 The Consultant shall provide a clear presentation of the man-month input for each person as well as the total man-months and of any local associates or sub consultants.
- 4 Some of the tasks/phases and the allocation of man-months to the various tasks/phases may overlap. This should be reflected in the presentation.
- 5 The work plan may, if required by the Client, be brought up to date and agreed during a coordination meeting with the Client during the negotiation period prior to signing the Contract.

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Annex D5

Consultant's Comments

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

Appendix H

Responsibilities of the Client

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

HR

"Joint Venture Agreement" (to be completed and signed by each partner of the bidder and attached to the technical proposal)

**SPECIMEN
JOINT VENTURE AGREEMENT**

This agreement is made the ____ day of _____ 201__, by and between:

_____, (hereinafter called _____), a company organized under the laws of _____, with its principal office at _____, and its address at _____, hereinafter called _____ of the first part,

and

_____, (hereinafter called _____), a company organized under the laws of _____, with its principal office at _____, and its address at _____, hereinafter called _____ of the second part, The first and the second party together are hereinafter referred to as "the Parties".

WHEREAS the Council for Development and Reconstruction, representing the Government of Lebanon, hereinafter called "the CDR" has invited the Parties to submit a proposal for the execution of the following project:

_____ (hereinafter called "the Project")

WHEREAS the Parties wish to enter into a Joint Venture Agreement in order to be prequalified by the CDR to tender for the Project and, if successful, to execute the Project under a Contract to be awarded by the CDR, hereinafter called "the Contract";

THE PARTIES HERETO AGREE TO FORM A JOINT VENTURE UNDER THE FOLLOWING TERMS AND CONDITIONS:

1 ESTABLISHMENT OF THE JOINT VENTURE

The Parties hereby agree to constitute themselves as a Joint Venture under the name of _____, hereinafter called "the Joint Venture". The Joint Venture shall have its offices at the following address:

The objective of the Joint Venture shall be to execute the Project in accordance with all terms and conditions of a Contract to be signed with the CDR. The Joint Venture shall be comply with all laws and regulations relevant to the establishment and operation of joint ventures in Lebanon and shall be certified by the relevant public notary.

2 LIABILITY

2.1 Notwithstanding any other conditions contained in this joint venture agreement or in any other agreement between the Parties, each of the Parties hereby commits itself to be jointly and severally liable towards the CDR as well as towards any and all CO-contractors and/or subcontractors for the proper execution of all obligations of the Joint Venture in relation to the Contract to be signed with the CDR for the execution of the Project.

#C

2.2 The Parties shall keep each other, both during and after the term of this joint venture agreement, fully indemnified against all losses and damages resulting from gross negligence or breach of contract of one party or their personnel or agents in relation to this agreement as well as to all contracts to be executed by the Joint Venture.

3 REPRESENTATION

For the purpose of this joint venture agreement, the Joint Venture shall be represented by the first party hereto _____ who is hereby authorized by the second party to act on behalf of the Parties of this Joint Venture in all matters related to the submission of the Tender, *the negotiation and signing of the Contract with the CDR, the execution of the Project, including but not limited to the invoicing and receipt of payments, the execution of subcontracts, the incurring of liabilities and receipt of instructions on behalf of all partners of the Joint Venture in relation to the Contract with CDR during the entire execution period of the said Contract.*

[Note: the level of authority delegated to the leading party must be determined by the JV Partners. If restrictions apply, supplementary "powers of attorney" must be provided to the leading partner prior to signing of the Contract.]

The Parties shall keep the CDR informed at all times of all details concerning the Joint Venture and its authorized representatives.

4 REVENUE DISTRIBUTION

The total payments to the joint venture shall be distributed between the Parties according to the following proportions:

First Party	_____	%
Second Party	_____	%
_____	_____	%

The local taxes calculation shall be based on the above mentioned percentages.

5 EXCLUSIVITY

The Parties shall exclusively work together in connection with the Project. Each party hereto agrees that it has no interest whatsoever directly or indirectly, in any other proposal which may be submitted to the CDR with respect to the execution of the Project.

6 OBLIGATION TO TENDER

The Parties shall fill in and submit to the CDR their relevant prequalification file documents, and if jointly qualified, they shall tender for the Project as a Joint Venture. If the Contract for the execution of the Project is awarded to the Joint Venture, they shall jointly execute the Project under their joint and several responsibility in accordance with the applicable terms and conditions of contract.

7 DURATION

7.1 This joint venture agreement shall enter in to force and effect as of the date first written above.

7.2 This joint venture agreement shall expire if the Joint Venture's tender is rejected or in case the Contract is awarded to another bidder.

7.3 In case the Contract is awarded to the Joint Venture, this joint venture agreement shall remain in force until all obligations of the Parties under the Contract have been fulfilled and each of the Parties have honored its obligations towards the other.

8 RIGHTS OF CDR

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All rights stipulated in this joint venture agreement in favor of the CDR shall be honored by the Parties as if the CDR were a direct beneficiary of this agreement. Consequently, the Parties hereto acknowledge the right of the CDR to act directly on the basis of this agreement against all or any of the Parties hereof.

9 SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this joint venture agreement or the interpretation thereof.

[Note: choose one of the Alternatives and delete the rest]

Alternative 1: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to the competent Court in the Republic of Lebanon. Lebanese law shall apply to the interpretation of this agreement.

Alternative 2: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration for final settlement in accordance with the procedures applicable under the Laws of the Republic of Lebanon.

Alternative 3: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be finally settled by either party under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Alternative 4: Any other alternative of JV Partners acceptable to CDR

The Parties hereto have caused this agreement to be executed in three copies, one for each party and one for the CDR, by their duly authorized officers on the date first above written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

FIRST PARTY

SECOND PARTY

NAME:

NAME:

TITLE:

TITLE:

SIGNATURE:

SIGNATURE:

STAMP:

He