

## **ADDENDUM N°01**

### **QUERY 1**

As per the RFP, p12, point 11, the proposal shall be valid for 128 days; this does not align with the Arabic invitation sheet which specifies the bid validity is 120 days. Kindly confirm if the bid validity is 120 days or 128 days.

### **REPLY 1**

The Bid Validity is 120 days.

### **QUERY 2**

The Tender Documents require one or two completed bridge supervision projects located in Lebanon. Kindly clarify whether similar projects (new or rehabilitation/maintenance), including bridge Joint installation or repair works, completed by the Consultant in other countries may be considered acceptable to satisfy this experience requirement.

### **REPLY 2**

The required similar projects should be for rehabilitation/maintenance, in highly traffic areas, including bridge Joint replacement or repair works completed by a Consultant in other countries, if accepted, are considered.

### **QUERY 3**

Kindly confirm that no GIS-related services or deliverables are included within the scope of services of the Supervision Consultant under this Tender.

### **REPLY 3**

GIS-related services are included within the scope of works as required to support project supervision activities

### **QUERY 4**

Kindly confirm if Joint Ventures are allowed under this Tender.

### **REPLY 4**

Joint Ventures are not allowed under this Tender.

### **QUERY 5**

Point C mentions a written power of attorney authorizing the signatory of the bid to commit the bid certified by a notary in the Form included in Appendix I. Is this still required if the signatory of the bid is the authorized signatory mentioned in the commercial circular?

### **REPLY 5**

The power of attorney is not required if the signatory of the bid is the authorized signatory mentioned in the commercial circular.

**QUERY 6**

Point H mentions Certificates from the Order of Engineers: confirming the membership of each Engineer in one of the two Orders of Engineers in Lebanon, for the year in which the Bid is submitted.

The certificates confirming membership for the engineers, who will be presented for this bid, are required for all nominated engineers for the year in which the bid is submitted.

Would it suffice to make copies of the engineers Order membership cards?

**REPLY 6**

The certificates from the Order of Engineers confirming the membership of each Engineer in one of the two Orders of Engineers in Lebanon, for the year in which the Bid is submitted are required. Copies of the engineers' membership cards are not accepted. Refer also to the Reply on Query No.24.

**QUERY 7**

The RFP states that "The time period shall be 12 months: 3 months for Maintenance works Tender Review and 12 months for supervision services.", please clarify whether the 12-month period includes the 3 months for tender review, or if the tender review is additional to the 12-month, making the total project duration 15 months.

**REPLY 7**

The supervision services period is 12 months. The tender review period and the DLP are additional to the supervision period.

**QUERY 8**

Please confirm that the scope of work is limited to the Maintenance of the Expansion Joints for seven already existing bridges and there is no full reconstruction required for the bridges.

**REPLY 8**

Confirmed. The scope of work is limited to the maintenance and/or replacement of expansion joints for the seven existing bridges with all related works. No full reconstruction for the bridges is included.

**QUERY 9**

The RFP required under the Terms of Reference to "Review detailed design & construction drawings prepared by the contractor",

Accordingly, kindly:

- Clarify whether the Contractor's construction contract will be awarded on a Design-Build basis or a Design-Bid-Build basis.
- Clarify whether the Consultant's design review scope is limited to the review of the Contractor's design submittals (such as shop drawings and as-built drawings), or if it extends to a full review of the developed detailed designs.
- Confirm that in all cases the design liability shall remain with the original designer (whether a design Consultant or the Contractor)

**REPLY 9**

The construction contract is not a Design-Build basis or a Design-Bid-Build basis.

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The Consultant's design review scope extends to a full review of the developed detailed designs. The design liability shall be on the supervision Consultant.

**QUERY 10**

Kindly clarify whether the monthly payment for the Consultant's services shall be a fixed amount throughout the entire project duration (including both back-office support and field personnel remuneration), or whether only the back-office support shall be fixed (equally distributed), while field personnel remuneration shall be paid based on their actual deployment.

**REPLY 10**

Back-office support shall be calculated as a percentage of the approved construction cost, while field personnel remuneration shall be paid based on their actual deployment.

**QUERY 11**

Under Annex E of the RFP, kindly clarify whether the office backup support percentage (%) shall be provided by the Consultant (as per Annex EI, page 68), or it shall be fixed to 1% (as stated under Annex E2, page 69).

**REPLY 11**

The office backup support percentage (%) shall be fixed to 1%.

**QUERY 12**

According to the TOR, the Contractor will provide office space for the Consultant's staff on site. Kindly clarify the number of expected site offices that shall be provided, to optimize our financial proposal regarding the required furniture, equipment and operation and maintenance cost.

**REPLY 12**

There will be only one regional office for the project. The Consultant shall bear the cost of furniture, equipment and operation/maintenance cost. No direct payment will be made by the Client for these items. The related costs shall be included in the Consultant's financial proposal.

**QUERY 13**

Please confirm that there will be no deduction from the Consultant fees for taking public holidays and weekends off, or in case the project is suspended for a period of time.

**REPLY 13**

Consultant fees are based on back-office support (a percentage of the approved construction cost) and field personnel remuneration based on their actual deployment. Public holidays, weekends, will not result in deductions from the Consultant fees

**QUERY 14**

Please confirm that the onsite transportation of the Consultant's staff will be the Contractor's responsibility and thus, shall be excluded from the Consultant's fees.

**REPLY 14**

Onsite transportation of the Consultant's staff shall be the Consultant's responsibility. No direct payment will be made by the Client and the related cost shall be included in the Consultant's financial proposal.

**QUERY 15**

If the consultant needs to carry out/attend off-site inspections and tests, or factory visits of materials and equipment, as necessary, the transportation expenses for these specific items shall be provided by the Contractor or Client. Please confirm.

**REPLY 15**

If the Consultant needs to carry out or attend off-site inspections, tests, or factory visits for materials and equipment outside Lebanon, the transportation expenses shall be provided by the Contractor.

**QUERY 16**

It is stated under the Contract draft provided that "A retention amounting to ten (10%) percent of the amounts due to the Consultant shall be made by the Client from each payment (except the advance payment)", please note that retention is typically applied to Contractor's construction contracts rather than Consultancy contracts. Therefore, we kindly request confirmation that the retention shall be waived.

**REPLY 16**

We confirm that a retention amount of ten percent (10%) of the amounts due to the Consultant shall be deducted from each payment, except the advance payment.

**QUERY 17**

It is usually the Contractor's responsibility to provide the Total Stations and other surveying equipment and tools to the consultant's team. Please confirm.

**REPLY 17**

It is the Consultant's responsibility to provide total stations and other surveying equipment and tools at its own expense.

**QUERY 18**

In terms of the proposal's final evaluation and awarding following passing the technical evaluation, please provide the respective weights assigned to the technical and financial proposals.

**REPLY 18**

Technical proposals will be evaluated using a Pass/Fail criterion. Only proposals that pass the technical evaluation will proceed to financial evaluation.



**QUERY 19**

In order to meet the RFP requirements, kindly clarify whether the Consultant is allowed to propose additional team members to the field personnel (for example: Surveying & GIS Expert, Planning Engineer, Contracts Engineer, Quantity Surveyor & Cost Control Engineer, Document Controller), or whether such roles are expected to be priced for under the office backup support.

**REPLY 19**

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

**QUERY 20**

Please confirm whether the Defects Liability Period (DLP) is excluded from the Consultant's contract duration. If not, kindly clarify the extent of the Consultant's involvement, the expected staff to be deployed and the applicable pricing mechanism during the DLP.

**REPLY 20**

The Defects Liability Period (DLP) is included in the Consultant's contract duration. During the Defects Liability Period, the Consultant acts mainly as a technical advisor and inspector. The Consultant shall also verify any defect rectification, ensuring the Contractor fulfills his obligations, without continuous site supervision. The staffing during this period shall be determined by the Consultant and the related costs shall be included in the Consultant's financial proposal.

**QUERY 21**

Please confirm the number of working days per week and working hours per day for the Consultant's team.

**REPLY 21**

The works may be executed during daytime for some bridges and nighttime for others depending on traffic conditions. The Consultant shall supervise the works whenever they are carried out.

**QUERY 22**

Please confirm that the role of the Consultant regarding permits and approvals is limited to follow-up, support and guidance, and that the Consultant will not bear the cost of issuing such permits nor be held responsible for any delays.

**REPLY 22**

The Consultant's role with respect to permits, approvals, and related statutory clearances shall be limited to providing follow-up, support, and professional guidance to the Client and Contractor. The responsibility for obtaining and issuing such permits and approvals shall remain with the Contractor and/or the concerned authorities.

**QUERY 23**

Please confirm that any specialized software licenses (such as EDMS, PMIS, computerized Budget and Cost Forecast (BCF) system, etc.) will be provided by the Client/Contractor for



the Consultant's team utilization. In case the Consultant shall be required to buy any licenses, please identify the name of the software and number of licenses needed.

**REPLY 23**

No specialized software licenses are required.

**QUERY 24**

Point (h): "Certificates from the Order of Engineers confirming the membership of each Engineer in one of the two Orders of Engineers in Lebanon, for the year in which the Bid is submitted..." Please note that the renewal date for membership with the Order of Engineers falls on February 28 of each year. In light of the current circumstances and the related administrative and operational challenges, obtaining the official confirmation of membership for the year 2026 is presently not feasible. Accordingly, we will submit the 2025 membership certificates as part of our bid and kindly request your understanding in accepting the same at this stage. We confirm that the renewal process for 2026 will be completed in due course, and the official confirmation will be provided as soon as it becomes available.

**REPLY 24**

We confirm that you can submit the 2025 membership certificates as part of your bid. If awarded, the 2026 membership certificates shall be provided before contract signature.

**QUERY 25**

Point (s): "A statement issued by the Municipality within which the bidder's main office is located, as per the address in the commercial registry, stating that the bidder has paid the full due imposed municipal fees."

Kindly note that the municipal fees for the year 2026 have not yet been issued to date. Therefore, we intend to include in our proposal a statement confirming that all due municipal fees for the year 2025 have been duly settled.

**REPLY 25**

We confirm that you can submit evidence of payment of the municipal fees for the year 2025.

**QUERY 26**

Points (m) and (n): We have observed that the documents required under Points (m) and (n) appear to be identical. We would appreciate your confirmation as to whether this understanding is correct.

**REPLY 26**

Please disregard Point (n).

**QUERY 27**

Is there a specific template to be used for the Contractual Commitment required under point (k) of Sub-Clause 9 of the Instructions to Consultants?

**REPLY 27**

Please find attached the template to be used for the Contractual Commitment.

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## FORM OF CONTRACTUAL COMMITMENT

Name of Project:

To: REPUBLIC OF LEBANON  
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

I the undersigned \_\_\_\_\_ dully authorized to sign  
on behalf of \_\_\_\_\_  
having as permanent Address in Lebanon \_\_\_\_\_

Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

Acknowledge my revision and examination of the terms and conditions and all other documents pertaining to the execution of the above-named project.

I proclaim that after reviewing and examining the documents which I may not claim to ignore and after reviewing the term of reference and all required information and being aware of the Contract details, difficulties and obstacles if any, of the required Works.

I pledge, if my Bid is accepted, to execute and complete all the required services and remedy any defects therein in conformity with the said Conditions of Contract, within the Time for completion stated in the Contract Document.

I also acknowledge that I have put the prices and accepted the stipulations stated in the Conditions of Contract, taking into consideration all the Bid Documents and contract conditions and the difficulties that may be encountered, if any, during the execution of the Works.

We accept all the conditions stated therein and will adhere to them and implement them fully without any kind of reservation or qualification.

Date:

Name of Bidder:

Name:

In the capacity of:

Signature:

Address:

(Stamp 1,000,000 Lebanese Pounds)