REPUBLIC OF LEBANON

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

Request for Proposals

Consulting Services for The Feasibility Study of Beirut – Bekaa Transport Link

RFP No:
Client: *The Council for Development and Reconstruction (CDR)*
Country: *Lebanon*
Issued on:

Request for Proposals for Consulting Services for The Feasibility Study of Beirut – Bekaa Transport Link

1 The Council for Development and Reconstruction (CDR), as executing agency acting for and on behalf of the Government of Lebanon (GL), hereby invites you to submit technical and financial proposals for consulting services required for the feasibility study of Beirut – Bekaa transport link, which could form the basis of future contract between your firm and the CDR. This tender is governed by the Public Procurement Law No. 244/2021 and other applicable regulations memoranda and guidelines issued by the Public Procurement Authority, and any dispute arising from the interpretation of the terms of this tender, as well as any objection, complaint or request for reconsideration shall be adjucated by the competent Authorities stipulated in the Public Procurement Law and other applicable Laws.

2. Bidders are considered acquainted with and aware of the laws in force for the Republic of Lebanon

3 To enable you to submit a proposal, the following documents are attached:

(a) Draft Contract under which the services will be engaged;

(b) attachments to Draft Contract:

Appendix A	Terms of Reference(TOR)
Appendix B	Consultant's personnel
Appendix C	Remuneration of the Consultant
Appendix D	Technical Information to be submitted by the Consultant.
Appendix E	Reporting Requirements
Appendix F	Specimen Bank Guarantee for Performance Security
Appendix G	Specimen Bank Guarantee for Advance Payment
Appendix H	Responsibilities of the Client
Appendix I	Specimen Bid Security
Appendix J	VAT Procedure.

4 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 (clause 5.3).

5

5.1 To be qualified for award of the Contract, bidders shall provide the following information with their bid. All certificates should be originals or legally certified copies of the originals by official authorities and dated maximum 1 year before the original bid submission date;

a) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, authorised signatories, capital, directors and ongoing contracts;
b) Bidding documents stamped and signed;
c) A written power of attorney authorizing the signatory of the bid to commit the bid certified by a Notary;
d) Legal records of the authorised signatory, dated no more than 3 months before the original bid submission date free from any judgment (سجل عدلي);
e) Receipt for purchase of the bid documents;

f) Certificate of quittance issued by the National Social Security Fund. The bidder must be registered with the NSSF, and any statement that include unregistered Institution will be rejected;
g) Names and CV's of Key Personnel proposed for the administration and execution of this contract (Annex D2);
h) Proposals for sub consulting any elements of the required services;
i) Declaration listing all the owners of the economic right أصحاب الحق الاقتصادي as per form M18 issued by the Ministry of Finance (النموذج م ١٨ الصادر عن وزارة المالية) with copies of their identification cards
j) Contractual Commitment (Appendix K);
k) Certificate of registration of the bidders issued by the Directorate of Added Tax, in case the bidder is registered or a certification of non-registration in case the bidder is not registered, in this case the bidder is committed to his price, even if he became registered during the execution of the contract;
l) Certificate of Registration of the Company issued by the Ministry of Finance;
m) Official information regarding any current litigation in which bidder is involved;
n) Signed Declaration of Integrity (Appendix L);
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.
p) The bidder shall submit a signed and stamped declaration in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries N0. 4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this contract
q) 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).

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 is he 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.

5.3 <u>Technical Eligibility criteria</u>: Consultancy firms wishing to be considered should have to demonstrate a previous experience in the following domain as a minimum (pass/ fail criteria):

- Experience in working on projects in field related to the assignment as described in Appendix A (term of Reference) in the last 10 years.
- Experience in technical and Financial Feasibility studies in the Transportation field in the last 10 years.

6 Consultants shall submit a Proposal which complies with the requirements of the Proposal Documents. Proposal shall be valid for 120 days beyond the last day of bid submitted.

6.1 During the validity of the proposal and any extension, the Consulting shall maintain, without change the personnel proposed for the assignment and the proposed price.

6.2 The Consulting has the right to refuse to extend the validity of its proposal if requested by the Employer, in this case, such proposal will not further be evaluated.

7 Joint venture is acceptable. The maximum number of partners is 2.

8 The consultants shall furnish, as part of their proposal, a Bid Security in the amount of US$ 24000 (twenty-four thousand United States dollars)
The Bid Security shall be from a bank located in Lebanon or from a foreign bank acceptable to CDR. The format of the Bid Security shall be in accordance with the specimen form included as Appendix F. The Bid Security shall be valid for 28 days beyond the validity of the Proposal.
Any Proposal not accompanied by a Bid Security will be rejected by CDR.
The Bid Security of unsuccessful bidders will be returned at the start of the contract implementation within the 28 days of the end of the Proposal validity period specified in Paragraph 6.
The Bid Security of the successful bidder will be discharged when the Consultant has signed the Contract and furnished the Performance Security.

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

9 The cost of preparing a proposal and of negotiating a contract, including travel costs, will not be reimbursed.

10 Any manufacturing or construction firm with which you are associated will not be eligible to participate in bidding for any goods or works resulting from or associated with the contract of which this consulting assignment forms a part.

11 Consultants requiring any clarification of these documents shall notify CDR in writing or by facsimile earlier than 10 days prior to the deadline for bid submission at CDR's address given hereinafter for the submission of Proposals. CDR will respond to any request for clarification received earlier than 6 days prior to the deadline for submission of Proposals. Copies of CDR's response will be forwarded to all consultants including a description of the inquiry but without identifying its source.

For clarification purpose, CDR's contact is:
Council for Development and Reconstruction, Tender Department, Tallet El Serail, Beirut, Facsimile number: +961 1 981255.
Any communication through other channel will be not considered.

12 Before the deadline for submission of proposals, CDR may modify these proposal documents by issuing addenda.
Any addendum thus issued shall be part of these proposal Documents and shall be communicated in writing or by facsimile to all consultants. The consultants shall acknowledge receipt of each addendum in writing or by facsimile at CDR's address given hereinafter for the submission of Proposals.

13 To give consultants reasonable time in which to take an addendum into account in preparing their proposals, CDR may extend, if necessary, the deadline for submission of proposals, in accordance with paragraph 12 above.

14 Proposals shall be submitted in English language.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a certified translation into the language of the procedure
All correspondence exchanges and documents shall be English language.

15 The Consultant's Proposal shall comprise and be submitted in two separate inner envelopes and one outer envelope as follows:

a) The First Inner Envelope, containing and clearly marked "Technical Proposal", shall include ONE original and ONE copy of the following:
   1) the Draft Contract.
   2) Appendix A - Terms of Reference (TOR) with Annexes A1 & A2
   3) Appendix B - Consultant's Personnel.
   4) Appendix D - Technical Information to be submitted by the Consultant, (including associated Annexes D1, D2, D3, D4, D5).
   5) Appendix E - Reporting requirements
   6) Appendix H- Responsibility of the Client.
   7) Appendix I - Bid Security (in accordance with Clause 8 hereof).
   8) The RFP signed and stamped
   9) Copies of any addenda issued by the CDR.
   10) Documents requested by the ITB (5).

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

b) The second inner envelope, containingand clearly marked "Financial Proposal", shall include ONE original and ONE copy of the following:
   - Appendix C - Remuneration of the Consultant;

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

The two inner envelopes shall be marked with the name and address of the Consultant.
In addition, the two inner envelopes and the outer envelopes shall be addressed to Council for Development and Reconstruction, Tallet Al Serail, Beirut, Lebanon and bear the following additional identification:

1) Proposal for the Feasibility Study of Beirut – Bekaa Transport Link;
2) DO NOT OPEN BEFORE …… (Insert time and date for opening proposals).

The outer envelope shall not bear the name of the Bidder.
The Consultant who fail to comply with this requirement will be disqualified.

16 The Bidder's completed proposal (one original and one photocopy) should be delivered to CDR, Tender Department, Tallet Al Serail, Beirut, on or before the date and time indicated in the invitation to bid.

17 Any proposal received by CDR after the deadline for submission of proposals will not be considered and will be returned unopened to the bidder. CDR will open the proposals in the presence of the consultants' representatives who choose to attend at the time and place for submission of proposals.

18 A two-stage procedure will be adopted in evaluating the proposals, with the technical evaluation being completed prior to any financial proposals being opened and compared.

19 Evaluation of Bids:
Eligible firms, who have submitted the requested documents and necessary statements In a satisfactory responsive way, will be evaluated based on the following criteria:

- Eligibility of the bidder
- Completeness of the administrative documents
- General experience of the firm
- Particular experience of the firm in similar projects
- Availability of adequate personnel.

Technical proposals will be evaluated using the following criteria:

Criteria	Points
1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) based on the information provided in Annexes D3 and D4: The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights: (i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions *[30 %]* (ii) The methodology is relevant: it brings an added value to the TORs and contains innovations *[35 %]* (iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology *[35 %]* **TOTAL** **100%**	[25]
2. Key Experts' qualifications and competence of the personnel proposed for the assignment based on the curricula vitae (CV) for the personnel listed in Appendix B • Position 1: ***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. **[4 points]**	[30]

- Position 2: ***Road Expert*** Minimum 20 years' experience – Postgraduate Road / Structure Engineering, Civil Engineering, Highway / Infrastructure design. Knowledge in similar projects in the last 15 years. [**3 points**]

- Position K3: ***Railway Expert*** Minimum 20 years' experience – Postgraduate Railway / Operation Engineering, Civil Engineering, Railway design / management. Knowledge in similar contexts in the last 15 years [**4 points**]

- Position K4: ***Transport Economist*** Minimum 15 years' experience – Postgraduate Transport Economics, Civil Engineering, Planning/ Management. Knowledge in similar contexts in the last 10 years. [**4 points**]

- Position K5: ***Financial Expert*** Minimum 15 years' experience– Postgraduate Finance, Economy, Planning / Management. Knowledge in similar contexts in the last 10 years [**3 points**]

- Position K6: ***Expert in Logistics*** Minimum 15 years' experience – Postgraduate Transport Economics, Logistics, Planning/ Management. Knowledge in similar contexts in the last 10 years [**2 points]**

- Position K7: ***Modelling Consultant*** Minimum 15 years' experience – Postgraduate Transport Planning, Civil Engineering, Transport Modelling. Knowledge in similar contexts in the last 10 years [**2 points**]

- Position K8: ***Tunnel & Structure Expert*** Minimum 15 years' experience – Postgraduate Geotechnical / Structure Engineering, Civil Engineering, Tunnel design. Knowledge in similar projects in the last 10 years. [**3points]**

- Position K9: ***Institutional Expert (with PPP skills)*** Minimum 20 years' experience– Postgraduate Law / Management, Funding, Governance. Knowledge in similar projects in the last 15 years. [**3 points**]

- Position K10: ***Environmental Expert*** Minimum 4 years' experience. [**2 points**]

TOTAL **100%**

The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following 4 sub-criteria and relevant percentage weights:

(i) General qualifications (education, training, and experience) **20 %**
(ii) Adequacy for the Services (relevant education, training, experience in the sector/similar services)**60 %**
(iii) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.)**5 %**
(iv) Number of years of experience of the Expert with the Consultant **15 %**

3. **General experience of the firms related to the assignment**: *the firm's general experience (Number of years of experience)* The bidder should list at least 5 relevant projects ongoing and/or completed within the last 15 years, indicating the provided services, the percentage of participation in JV (if any), and the size/ value of relevant contract (in USD and in Man/month) In case of JV, the lead partner shall provide at least 3 project experience certificate/ document demonstrating compliance with the above-mentioned experience requirement. while the other partner shall also provide at least 2 project certificate. The certificate of completion proving the required experience shall include the detail of project, experience and value, and must be authenticated by relevant authorities and persons as follow: Certificates issued in Lebanon: must be signed and stamped by the Client, the relevant authority and along with certificate of payment of the stamp duty. 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.	[15]
4. **Specific experience of the firms related to the assignment:** *the firm's specific experience in similar assignment with similar complexity based on the information provided in Annexe D1* The bidder should give detailed descriptions of 2 completed similar projects with similar complexity within the last 15 years. In case of JV, the lead partner shall be compliant with the above specific experience requirement.	[30]
TOTAL	**100**

The minimum technical score required to pass the technical evaluation is 75.

20 Price will be taken into account in the following manner. proposals will be evaluated on technical grounds and will be ranked on a scale of 1 to 100. The price envelopes of the proposal with the highest ranking and all other proposals within 10 percentage points of the first will be opened. The financialproposal will be evaluated as follows: the proposal with the lowest price ("X") will get 100 points; and the other proposal prices ("Y") will get points computed according to X/Y x 100.

21 The Consultant with a score higher than the minimum required score will then be invited to attend the opening of the financial envelopes.

22 The combined score for each proposal will be arrived at as follows: the points for the Technical Proposal will receive a weighting of 75 percent while the points for the

Financial Proposal will receive a weighting of 25 percent. The resultant highest evaluated consultant will be invited for contract signature.

23 CDR is not bound to select any of the firms submitting proposals. Further, as quality is the principal selection criterion, CDR does not bind itself in any way to select the consultancy firm offering the lowest price. CDR is under no obligation to inform any bidder of the grounds for CDR's actions.

24 At any time during bidding evaluation, a bidder can be excluded from the bidding process if he commits any crime covered by the Anti-Corruption Laws, or if he offers, gives or agree to give, directly or indirectly, to any officer or employee of the CDR or other governmental authority a gratuity in any form, as to influence an act or a decision.

25 Abnormally low bid. An abnormally low bid one where the Bid price, appears unreasonably Low to the extent the bid price raises concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price. The Employer shall seek, written clarification from the Bidder, including a detailed price analysis of the Bidder's price.

26 Prior to the expiration of the period of bid validity, the Employer shall publish the Notification of Intention to Award to the successful bidder on the Public Procurement Authority page www.ppa.gov.lb
The Notification of Intention to Award shall contain the following information:

a- the name and address of the bidder who presented the proposal;
b- the bid price of the successful proposal;
c- the expiry of the standstill period.

and instructions on how to request a debriefing and/or submit a complaint during the standstill period.

27 Standstill Period. The Contract shall not be awarded earlier than the expiry of the standstill period. The standstill period shall be 10 business days unless extended. The Standstill Period commences on the day after the date the client has published his intentions to award. Upon expiry of the Standstill Period, and upon satisfactorily addressing any complaint that has been filed with the Standstill Period, the client shall, send a request to the successful bidder to sign the draft negotiated Contract within 15 Business days from the receipt of such notification.

28 Any interested party may submit a request for review of any decision or action taken by the contracting authority in the context of procurement procedures. However, review requests shall be submitted exclusively to the Grievances Committee as stipulated in the sixth chapter of this Public Procurement Authority Law No. 244 Dated 29/7/2021.
A written request for review shall be submitted to the Grievances Committee within the following timeframes

a) Before the deadline for submitting bids, if the request relates to the conditions of the invitation.
b) Within the standstill period of **10 working days**, starting from the date the winning bidder is notified (as defined by the standstill period under Article 24, paragraph 2 of this law), if the request relates to decisions or actions taken by the contracting authority

in procurement procedures. This period applies even if no standstill period is enforced, provided that it occurs before the contract is signed or an emergency procurement agreement is concluded.

٢٩ The Consultant shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: "Partnership Limited by Shares (Société en Commandite par Action)" (شـركة توصـية مسـاهمة) or "Stock Companies" (شـركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document should be submitted before signing the Contract to the awarded Consultant, if applicable.

٣٠ Within 15 days after being called by the Client for Contract signature, the successful Bidder shall sign the Form of Agreement at Employer's office. The Employer representative shall sign the Contract within 15 Business days from the date of signature of the successful Bidder and promptly notify it to the successful bidder.

3١ Bids must be in the U.S. Dollars

Appendix A

Terms of References

for

The Feasibility Study of Beirut – Bekaa Transport Link

June 2026

Appendix A

Terms of References for

The Feasibility Study of Beirut – Bekaa Transport Link

Table of Contents

Acronyms & Abbreviations

BOT	Build Operate & Transfer
CA	Contracting Authority
CAPEX	Capital Expenses
CBA	Cost Benefit Analysis
CDR	Council for Development & Reconstruction
EIRR	Economic Internal Rate of Return
FIDIC	"*Fédération Internationale Des Ingénieurs-Conseils*" International Federation of Consulting Engineers
FIRR	Financial Internal Rate of Return
GDP	Gross Domestic Product
GoL	Government of Lebanon
IFI	International Financial Institution
MPWT	Ministry of Public Works & Transport
NPV	Net Present Value
OD	Origin - Destination
OPEX	Operating Expenses
PPP	Public Private Partnership
RoE	Return on Equity
ROW	Rights Of Way
TEU	Twenty-foot Equivalent Unit
ToRs	Terms of Reference
UIC	"*Union Internationale des Chemins de Fer*" International Union of Railways

General

1.1 Project Context

The Government's commitment is expressed in the decision to significantly enhance the national transport system.

The project's original objective, as defined in the Government's concept note, was to support the Government in increasing the land transport sector's efficiency by reducing the negative impacts of inefficient transport links, accelerating socio-economic activities, ensuring higher quality of life for its citizens and reducing the overall poverty in the region, and promoting regional integration and cross border trade with the Region. Expected results included: decongestion of eastern corridors, reduction in travel time, enhancement of the Port of Beirut's activities, reduction in vehicle operating cost, improvement of road safety and regional integration.

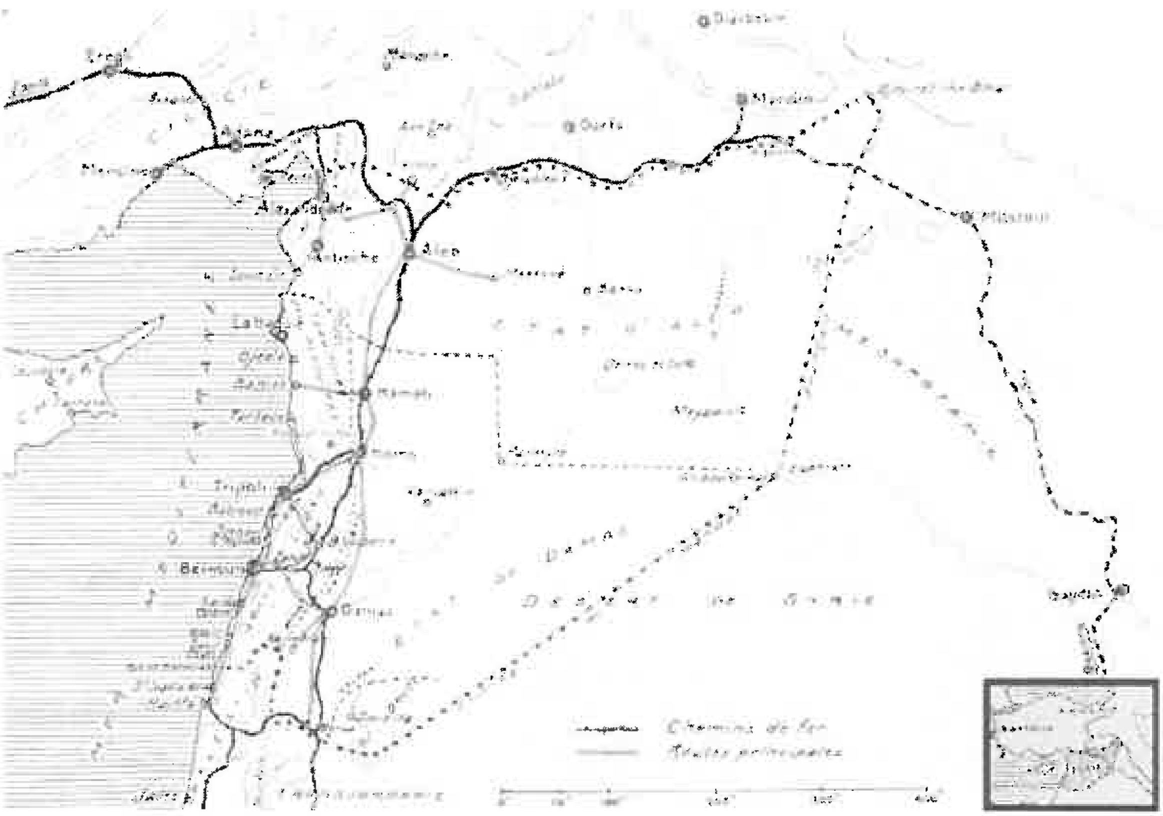
Beirut - Bekaa Road and Tunnel Project.

At the beginning of August 1895, Lebanon's first train set off from Beirut to Damascus and served as a basic means of transportation at the time, making the Lebanese capital an important economic and commercial center in the region; the country was therefore dubbed the "Gate of the East." This rail connection facility had the most efficient technology of the time, considering the context's constraints and local limitations. On the same period the Beirut and Damascus were connected by a major road under a private operation.

Both road and railway facilities were developed under a concession (BOT) scheme integrating foreign industrials (investors and operators) and some local partners. The operation and maintenance were also been for long period under the responsibility the concessionaire.

Currently, the train has been out of use for a long time, while Beirut is suffering from an economic reality that has overwhelmed it. Despite displayed (but untruthful) ambitions to revive the project and regain Beirut's historic leading role as one of the region's most prominent capitals, nothing is actually undertaken.

The improvement of transport networks for many decades has focused on the development of road networks. Subsequently, there was a gradual deterioration in the quality and services of the railways (currently no rail operation and only part of the rights-of-way ROW is preserved). After the end of the war in 1990 a plan was initiated to put into service a toll highway between Beirut and the Syrian border (the Arab highway). However, the project which was also intended to be carried out under a BOT scheme could not be realized mainly for funding reasons. But several sections were implemented afterwards with national funds starting year 2000 and during around 15 years.



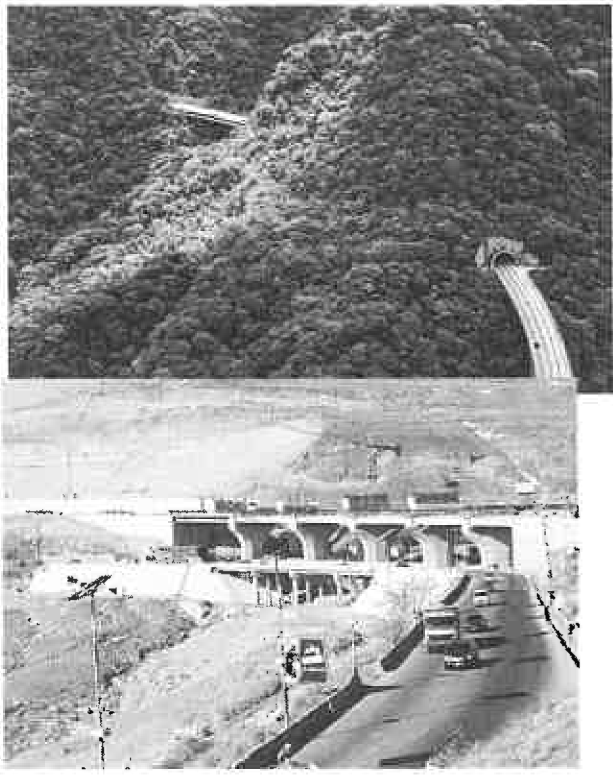
Main roads and railways in the "Levant Region" at the beginning of the 20th century.

The new corridor, Beirut - Bekaa Transport Link, would be a strategic pathway linking Lebanon's capital and port with Arab countries, as the Beirut Bekaa Road is vital in connecting the Lebanese coast with the Bekaa. The economic dimensions of this project go beyond Lebanon's borders into a more regional and integrated perspective. GoL's aspirations to connect the Lebanese coast with the Arab world would generate substantial economic income that would lead Lebanon towards a more prosperous future.

Law No. 174/2020 authorizes the Government to establish a Beirut - Bekaa Tunnel and Road based on the BOT scheme, in partnership with private and industrial investors, through which the Government (mainly MPWT as potential Contracting Authority - CA) will ensure that the project is delivered after the investors recover their expenses and profits within the project's lifetime. The feasibility study is expected to provide reliable estimated costs and potential incomes over the considered concession period.

Previously (90s), a concept study was carried out by a Consultancy Company to propose an enhancement plan for the whole Lebanese railway network. The Beirut-Bekaa tunnel was proposed as part of that plan, as approximately 26 kilometers long, starting from the Port of Beirut's vicinity to Taanayel, passing over the Beirut River and Qanater Zubaydah through three bridges.

However, the implementation of that "ambitious" plan was hindered by various obstacles (technical; environmental and institutional). At this stage, an optimized path should be considered, involving the integration of an open highway with intermittent tunnels, through the area. The aim of the feasibility study is to present the optimal technical option to realize the economic and strategic objectives.



The strategic objectives of this main Transport Link, which would generate favorable economic, social and political prospects for Lebanon and the region, include:

1. Connecting the Port of Beirut and the capital with the Bekaa Valley for opportunities of integration and complementarities within the national territory.
2. Being a segment of a regional network for enhancing international trade including possible implementation of dry port and associated facilities in the Bekaa region.
3. Contributing to a balanced development by providing job opportunities, facilitating education, promoting rural development, enhancing logistics system and integration with port of Beirut.
4. Revitalizing the areas through which the tunnel and its affiliated highways / railway facilities will pass.
5. Improving road safety conditions and facilitating passengers' access from the southern and northern Matn to Beirut and the Bekaa, and conversely.

1.2 Background

Exiting data and studies; stakeholders' engagements; previous assessments – documents at the Consultants' disposal: BRTs Feasibility studies (North & South) – MPWT National Transport Model – SDATL - Land Transport Strategy (SISSAF Program) – Policies for Sustainable National Land Transport Accessibility and Mobility (+Regional and International studies and Programs, if available).

Project Components and deliverables

I.3 General

Transport projects and services contribute to growth and green jobs in various ways: they generate a wide variety of local and permanent jobs; they guarantee quality training and high qualification levels (especially for drivers); they offer new opportunities for specialist suppliers; they promote better connectivity within cities and improved accessibility to industrial areas, logistics platforms and major residential zones. The analysis of employment and the economic impact of transport project reveals certain common characteristics:

- **Density** - Transport facilities are a job-creating industry both in the operation of services and in the supply chain. By strengthening connectivity, transport also increases employment strength in the served areas and the surrounding corridors.
- **Diversity** - Operating transport services requires and offers different types of qualifications. The equipment industry covers various disciplines. These services and infrastructure supply support the development of all economic activities.
- **Innovation** – Operators use innovative solutions to improve productivity. The supply chain fosters innovation, which in turn benefits other sectors. Public transportation is an integral part of new lifestyles and a new approach to the city.

However, assessment of the project's impact should also consider the general growth strategy at the national and regional levels. Such an assessment would provide input for the economic feasibility analysis.

I.4 Objectives of the Feasibility Study

To develop an integrated and comprehensive feasibility study of the technical, economic, and environmental aspects of the Beirut – Bekaa transport land links, the deliverables should mainly cover:

- An analysis of the potential demand for freight and passengers.
- Identification of suitable technical alternatives.
- An assessment of economic impacts.
- Evaluation of environmental, social and spatial constraints.
- An appraisal of the national and regional dimensions.
- Exploration of funding options (including possible participation of private sectors) and institutional frameworks.

I.5 Current Context and Database

I.5.1 General

The feasibility study must address:

- The recent evolution of the transport demand for passengers and goods (including national perspectives and regional challenging situation).
- The major traffic generators and mobility characteristics.
- The priority is to avoid expropriation as much as possible.
- Consistency with the major future developments.
- The potential physical alternatives.

- Optimal options and suitable project phasing.
- Opportunities for funding and operation.

I.5.2 Data Collection & Surveys

- Topographic surveys (unless GIS is available), high level technical constraints investigations
- Environmental and social data (in relation to potential demand and subsequent impacts)
- Demand characteristics and traffic patterns, baseline from the original model – MPWT – consolidated by additional surveys / investigations:
- Available statistics
- High-level demand assessment
- ATC counts (5 locations) & OD surveys (around 2 500 questionnaires for passengers and freights).
- Environmental and social data

I.5.3 Characterization of the demand needs

The GoL intends to implement an innovative and proactive land transport facility between Beirut and the Bekaa region that would contribute to the regional development and enhance the Lebanese economy. This long-term objective is within a general vision to promote the sustainability and resilience of the national territory and economic sectors. Based on this general long-term target, the study should address the following components:

(baseline 2025 and future horizons 2030 / 2040 / 2050) and Identification of economic sectors perspectives

I.5.4 Limitations

The nature of profitability indicators and the factors influencing them that affect the Cost/Benefit Analysis are very sensitive to many calculation assumptions. Such assumptions are necessary to judge the relevance of profitability values for a transport project, whether it is a highway or a railway; all assumptions used for the calculation must be described precisely, and each value must be justified. Guidelines could propose parameters, assumptions or a set of standardized values for monetizing non-market effects, based on the current state of knowledge. In order to compare various projects, it remains necessary to validate specific assumptions related to the project under study (such as economic and financial parameters, etc.). A measure of profitability that is very sensitive to calculation assumptions.

This validation should be based on the context's characteristics and previous transport studies conducted by the CDR, the MPWT, and International Funding Agencies. This is primarily the case of investment costs and the works duration of ; two parameters whose growth leads to a significant decrease in profitability. It is therefore important to hedge against these risks of slippage (technical hazards, but also temporary stoppage of work), which would have a strong impact on financial profitability and, therefore, on the level of required public subsidies.

Regarding traffic forecasts, two main elements of a different nature must be considered. The first concerns the models' quality, especially the consequences in terms of modal distribution between the different transport offers (and calculation of the surplus variations for each category of users) and traffic induction. The second relates to growth assumptions in transport demand which impacting directly the profitability. But it is necessary to ensure the growth assumptions' relevance, by verifying the realism of expected long-term traffic levels. It should be emphasized here that the uncertainties are considerable, especially as long-term models do not include feedback effects on the location of households and economic activities.

A project's value depends mainly on the quantification and valuation of the time savings provided, relative to the reference situation. The importance of the surplus generated by users offers considerable leeway in the project's financial arrangement: it does not seem absurd to consider drawing on that surplus to reduce the level of public contributions, by seeking an optimal level of valuing.

Similarly, trade-offs must be made in terms of non-market impacts. The construction of a motorway or a railway would generate significant safety gains (reduction of accidents risks), and reduction of local pollution (avoidance of urbanized areas), but generally induces an increase in demand and speed, therefore higher energy consumption, a source of greenhouse effect.

A public contribution that must be optimized

In terms of funding, the questioning of the backing principle de facto leads to an increased need for public subsidies. The simulations presented show the possibility to minimize that financial contribution through negotiations with private partners.

The rate of return on equity (RoE), the bank interest rate, loans duration and the funds allocation have a direct impact on the level of public funding required. If some of these parameters are not "negotiable", others may be in the arrangement of the concession (BOT agreement). These analyses also show that, under certain conditions, the public contribution exceeds 70%. It then becomes reasonable to appraise the validity of the technical choice: a free road solution (such as a 2x2 lane expressway) can contribute to equivalent levels of social utility and public contribution (a "shadow toll" solution could be implemented).

In this respect, it is necessary to benchmark with certain analysis ratios used in other countries, such as the ratio between gross discounted benefit and public cost, a ratio that measures the effectiveness of public intervention. As far as the national actors are concerned (and, at a further level, regional actors), their participation deserves to be linked to the objectives of the sustainable regional development policy that they intend to pursue. This analysis should be considered within a general framework including funding options and operation system alternatives.

I.6 Scope of Work

The specific activities for this scope of work comprise four components. Components 1 & 2 will be delivered as phase 1 of this study, phase 2 will be delivered through completion of Components 3 & 4.

Phases 1: Components 1 & 2

Component 1: Transport Demand Analysis

- *Analyze the demand for transport (national – regional – international).* To appraise the passenger's mobility as well as the freight trade status and prospects, particularly in the corridor. This will include assessment of long-term potential flows in the context of a new upgraded infrastructure and service environment.
- *Perform macroeconomic evolution study:* To analyze the national perspectives with emphasis on the core product lines and consumption profiles. To establish demand and supply patterns based on historic data and projection techniques according to the socioeconomic trends. To calculate the import/export goods volumes according to the demand/supply requirements for passengers and freight.

  Prepare OD matrices: These should be computed for passengers and freight in the baseline (year 2025) and future horizons (2030 and 2045 with a possible intermediate horizon). The Consultant should propose the adequate trip purposes and freight distribution. However, at least for passengers, 2 types will be considered (private modes / cars and public transport) and for freight, 3 types (containers TEU; general cargo and oil products). For future horizons, the Consultant should propose 2 contrasted options: one realistic (in line with the more expected trend), and one that considers national economic boosting and regional advanced integration.

Component 2: Supply Chain Assessment

Land Transport Corridors

- *Roads:* To classify the road network based on the demand capacity ratio and estimate the probability for congestion in the future. To specify the most appropriate rehabilitation program with onsite conditions assessment using a suitable design model. To define the adequate tolling model for the economic viability of the projects.
- *Railways:* To undertake assessment of the existing rights-of-way (RoW) in the corridor and their capability to be upgraded or to contribute to the future supply system. Despite the current lack of railways, this perspective should be considered within future scenarios.
- *Interoperability:* To identify alternatives for interaction and inter-modality (such as dry ports – logistics platforms – passengers' hubs), and to develop scenarios for increased efficiency and reduced costs.
- *Asses border crossing constraints:* To closely assess the current border crossing procedures, with an emphasis on the customs, and provide suggestions for improvements; to specify new infrastructure layouts and recommend improvements in the available facilities. To provide regulatory frameworks reforms for simplified and secure access at the transit points, under an effective monitoring and control system.
- *Upgrade networks:* To appraise the results from the land transport corridors analysis to identify relevant alternatives. All these technical, environmental and social constraints should be identified by the Consultant in order to prepare suitable cost estimates and a tentative implementation plan. These outputs will be used in the following stages to undertake a technical and economic evaluation.

Phases 2: Components 3 & 4

Component 3: Alternatives Analysis

This component of the scope of work (phase 2 of the Study) will draw upon all the elements of phase 1 to develop a comprehensive analysis of the selected alternatives, including priority actions for the implementation of efficient and effective new transport facility. At this stage both land transport modes (road and rail) should be considered, which will meet innovative and resilient corridor requirements to address predicted national and regional challenges. This will cover all aspects of implementation and develop roadmaps for delivery. The Major Aspects to be taken into consideration within this component:

- Technical: to propose the guidelines and standards as well as the concept design principles and related drawings for both road and railway options (to refer to UIC; FIDIC; National technical Guidelines and Standards; AASHTO; Euro code).
- Economic & Social: close assessment of negative and positive impacts of the proposed options.
- Environmental & Climate change: interrelation with sustainability and resilience requirements, general analysis.
- Territories & Long-term strategy: project contribution to the national territory resilient management and the perspectives of a viable regional integration.

Component 4: Feasibility Appraisal and Implementation Options

The financial analysis should demonstrate the feasibility of the alternatives. The required investment as well as the overall project implementation should be undertaken making use of known successful examples in similar environments from the international scene.

The economic figures will be adapted to the national conditions and validated with the relevant authorities and economic actors. The Return on Investment (RoI) will be calculated following standard techniques سعرا as NPV, EIRR, FIRR etc. to assess the time horizon for the projects pay off. A socioeconomic analysis will also be carried out to calculate the expected benefits for the direct and indirect beneficiaries. The economic viability will be calculated based on the projected gains from the interventions and the operational costs foreseen.

The potential sources of financing/co-financing should also be investigated based on the analysis made of alternative investment schemes. The justification of the results should be provided using international experience (success/failure cases). This component comprises economic and financial evaluation.

I.7 Deliverables

The expected deliverables are briefly described hereafter:

Phase 1

Component 1 & 2 – Transport Demand Analysis / Supply Chain Assessment

1. Inception report (it should detail the approach to be adopted in the study delivery and include any proposed amendments on the proposed methodology, the staff composition / mobilization, or the completion period) – Report # 0.
2. Baseline Report (presenting the reference case i.e. year 2022/2023 and identifying the need for additional site surveys / investigations – The Consultant should present a provision for these additional surveys / counts in his offer) – Report #1.

   (If additional surveys and or counts are to be completed, the related results and analysis should be part of this report – prior approval of the CDR is mandatory before site execution).
3. Current Supply Situation Appraisal Report, which should include a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis for the current land transport operational situation; it should also include the results of the baseline calibration and the modelling parameters (demand / supply and assignment) – Report #2.
4. Development scenarios Report; it should include all future perspectives, macroeconomic projections and demographic growth leading to generating expected OD matrices –this report should provide the forecasted results in volumes of passengers and freight. These results should be revisited under Components 3 & 4 in accordance with the project alternatives/amendments within the optimization process) – Report #3.

Phase 2

Component 3 & 4 – Alternatives Analysis / Appraisal and Implementation Options

5. Cost Estimates: in accordance with the available data and studies, the Consultant should provide a general description of the alternatives' expenses, including further needs for investigations (soil, resources, environment) of both land facilities options (rail and road). These expenses are expected to be based on suitable conceptual design and realistic appropriation regarding geotechnical, environmental, social and network integration constraints – Report #4.
6. Potential revenues forecasts: this report should present users' charging in a method that can support financing of facilities' investment and maintenance but also serve as a means to fight against congestion. In this work, a number of scenarios for future users' charging schemes, e.g. different roads included in the scheme, differentiated prices for type of vehicles, time of day, etc., should be outlined. Based on the scenarios, the systems' revenues and costs should be estimated. Any possible additional revenue should be identified to be part of the CBA analysis (such as "shadow toll"; direct contribution from logistics platforms / operators…).

The report should provide results on how users' charging can contribute to funding needs as well as the socio-economic impact of the project (high level assessment)– Report #5.

7. Cost Benefits Analysis (CBA): the report should provide all elements of the cost benefits analysis (CAPEX – OPEX – NPV – EIRR – FIRR – RoE) with explanations on main findings and indicators, and recommendations on the implementation options and the possibility to involve private sectors and operators in the funding process (Industries – Funding Agencies – Ports – Logistics operators, etc.). The expected results should be analyzed, argued, emphasized and well-structured in order to ease the elaboration of recommendations. – Report #6.
8. Institutional reforms and regulation provisions: under the general BOT Law, the Consultant should propose any suitable adjustments or amendments for the project's implementation; within this report, the Consultant should also provide a summary of the main findings and recommendations presented through the project's deliverables – Report #7.

Final Executive Summary (10 – 15 pages including illustrations) to be prepared after approval of all deliverables in both English and Arabic.

Staffing & Schedule

I.8 Team Composition

The Consultant should mobilize the group of experts as mentioned in the table above and in accordance with the expected duration and time. However, the Consultant remains the sole responsible of the good execution of the assignment, the quality of the deliverables and tasks completion which should be under lump sum basis.

Key Personnel	**Expected man x days (for the whole period)**
Team Leader (Transport Planner)	140
Road Expert	80
Railway Expert	70
Transport Economist	70
Financial Expert	50
Expert in Logistics	40
Transport Modelling Consultant	100
Tunnel & Structure Expert	60
Institutional Expert (with PPP skills)	40
Environmental Expert	45
Total man-days	695

Support staff	**Expected man x days (for the whole period)**
Transport data specialist – GIS specialist – Road & Railway technicians - Drafter	240
Administrative support - Secretariat	80
Total man-months	320

I.9 Team members' qualifications

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.

Key Personnel	Minimum 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 ٨ years' experience- Environmental Engineer. Knowledge in similar projects in the last 10 years

Support staff	
Transport data specialist– GIS specialist– Road & Railway technicians- Drafter	Skilled non-key experts and supporting staff.
Administrative support – Secretariat	

I.10 Tentative timetable

The assignment is expected to be completed within eight (8) months from the commencement date (excluding possible amendments in relation with additional site surveys to be proposed by the Consultant and approved by CDR Also Excluding the Approval time by CDR for each deliverable).

Deliverables	Submission due
1. Report #0 – Inception Report – in this report the Consultant should present the request of additional site surveys (if needed); for prior CDR acceptance.	1 month from commencement date.
Phase 1	
2. The current situation calibration: - Report #1 (baseline elements - Report #2 (Current Situation Assessment and Calibration)	2 months from CDR acceptance of Report #0.
3. Development Scenarios - Report #3 (future perspectives and strategic analysis) - Summary of Phase 1 outputs	2 months from CDR acceptance of Report #1 & Report #2.
Phase 2	
4. Component 3: - Report #4 (Cost Estimates) - Report #5 (Expected revenues and socio-economic evaluation)	1.5 months from CDR acceptance of Report #3.
5. Component 4: - Report #6 (CBA results and recommendations) - Report #7 (Institutional reforms) - Summary of the Study deliverables and main findings and outputs	1.5 months from CDR acceptance of Report #4 & Report #5.

- Durations does not include the time needed for CDR approval!

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

Appendix C

Remuneration of the Consultant

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

Deliverables	% of fees	Remuneration U$D
1. Report 0 (Inception Report): in this report the Consultant should present the request of additional site surveys (if needed); for prior CDR acceptance.	5% of contract value	
Phase I		
2. The current situation calibration: - Report 1 (baseline elements) - Report 2 (Current Situation Assessment and Calibration)	15% of contract value	
3. Development Scenarios - Report 3 (future perspectives and strategic analysis) - Summary of Phase 1 outputs	30% of contract value	
Phase II		
4. Component 3: - Report 4 (Cost Estimates) - Report 5 (Expected revenues and socio-economic evaluation)	20% of contract value	
5. Component 4: - Report 6 (CBA results and recommendations) - Report 7 (Institutional reforms) - Summary of the Study deliverables and main findings and outputs	3·% of contract value	
TOTAL Fees	100%	

<u>A retention of 10% will be deducted from each payment.</u>

<u>Note:</u> - Payments listed are subject to deduction of 10% retention.

Work plan and Allocation of Personnel to Each Task (Annex D4)

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

Appendix E
Reporting Requirements

1 The Consultant shall carry out and complete the Services in accordance with the requirements specified in Appendix A.

2 The Consultant shall conform with the requirements of the SIU Management Procedures for Submissions from Consultants.

3 The Consultant shall submit all reports, quality and work plans, technical submissions, manuals, programmes etc. in at least four original copies to CDR.

CONTRACT FOR CONSULTANTING SERVICES

for

The Feasibility Study of Beirut – Bekaa Transport Link

CDR Contract No. ....

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

....

Notification Date: ....

TABLE OFCONTENTS

LIST OF APPENDICES

CONTRACT FOR CONSULTANT'S SERVICES

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

between,

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

and,

____
_____ (hereinafter called the "Consultant").

WHEREAS

A. The Client intends to carry out a project for Consulting Services for The Feasibility Study of Beirut – Bekaa Transport Link, (hereinafter called the "Project").

B. According to CDR Board of Directors' decision no. _____/____/A dated __/__/____ the Client has requested the Consultant to provide certain consulting services required for the Project, as defined in Appendix A and against remuneration as set out in Appendix C.

C. The Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

a. "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Lebanon.
b. Not used
c. "Contract" means this Contract between the Client and the Consultant;
d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
e. "foreign currency" means any currency other than the currency of the Republic of Lebanon;

f. "Government" means the Government of the Republic of Lebanon;
g. "Local currency" means the currency of the Republic of Lebanon;
h. "Personnel" means persons hired by the Consultant or by any Sub consultants as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Republic of Lebanon and "local personnel" means such persons who at the time of being so hired had their domicile inside the Republic of Lebanon;
i. "Party" means the Client or the Consultant, as the case may be;
j. "Project" means the project as described in Appendix A hereto, for which the Consultant is expected to provide the Services;
k. "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
l. "Starting Date" means the date referred to in Clause 2.3 hereof;
m. "Sub consultants" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter; and
n. "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub consultant.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

For the Client: COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION
Tallet El-Serail - P O Box 116-5351
Beirut Central District - Lebanon

Attention: The President of CDR
Telephone: (*961)-1-981431/2/3
Facsimile :(*961)-1-981252/3

For the Consultant: ____
Attention: ....
Telephone: ....
Facsimile: ....

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery, and

(b) in the case of facsimiles, twenty-four (24) hours following confirmed transmission.

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

1.7 Location

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

1.8 Joint Ventures

Not Applicable.

1.9 Authorised Representatives

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

(i) on behalf of the Client by the President of CDR or his designated representative;

(ii) on behalf of the Consultant by Mr.__________________ or his designated representative.

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Contact Period and Commencement of Services

The Consultant shall carry out the Services for a period of 8 (eight) months starting from the "Starting Date" which is the "Effective Date".

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

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

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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

2.7.5 Suspension of Contractual Obligations

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

2.7.6 Consultation

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

2.8 Suspension of Payments

The Client has the right, by written notice of suspension to the Consultant, to suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

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

(a) if the Consultant fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuantto Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.

(b) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(d) if the Consultant fails to comply with any final decision reached as a result of legal proceedings pursuant to Clause 8 hereof;

(d) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client which the Consultant knows to be false.

(e) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

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

(a) if the Client fails to pay any money due to the Consultant pursuant tothis Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Client fails to comply with any decision reached as a result oflegal proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.1.3 Bank Secrecy

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

3.2 Conflict of Interests

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

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

3.2.2 Procurement Rules of Funding Agencies

Not Applicable.

3.2.3 Consultant and Affiliates not to be otherwise Interested in Project

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

3.2.4 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Liability of the Consultant

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

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

(b) the Consultant shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

3.5 Indemnification of the Client by the Consultant

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

3.6 Insurance to be taken out by the Consultant

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

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Lebanon by the Consultant or their Personnel or any Subconsultants or their Personnel;

(b) Third Party liability insurance;

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

(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

3.7 Consultant's Actions requiring Client's prior Approval

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

(a) appointing Personnel (other than the Personnel mentioned in Appendix B) to carry out any part of the Services in Lebanon, including the terms and conditions of such appointment;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and theterms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract;

3.8 Reporting Obligations

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

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

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

4. CONSULTANT'S PERSONNEL

4.1 General

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

4.2 Description of Personnel

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

4.3 Working Hours, Overtime, Leave, etc.

Not Applicable.

4.4 Removal and/or Replacement of Personnel

(a) Not Applicable.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.5 Project Manager

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance

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

5.2 Access to Land

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

5.3 Payment

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

6. CONTRACT PRICE AND PAYMENTS

6.1 Contract price

The price of the Services to be executed under this Contract amounts to the sum U.S.$..................... of without VAT

VAT is applicable according to terms of the law No. 379 dated 14/12/2001) and amended by law #64 dated 26/10/2017 in the amount of U.S.$.....................

The price of the Services to be executed under this Contract amounts to the sum U.S.$..................... including VAT.

6.2 Variations

Not Applicable.

6.3 Securities

6.3.1 Performance Security

The Consultant shall provide the Client with a Performance Security of 10 % of the price of the Contract as referred to in Clause 6.1 in the form of a bank guarantee to be submitted within fifteen (10) days following the "effective date". A specimen of the required bank guarantee for good performance of the Contract is attached hereto as Appendix D.
This guarantee shall be finally released to the Consultant upon Final Acceptance of the Services *(excluding Assistanceduring Tendering)* by the Client according to Clause 6.5.4.

6.3.2 Retention Money

A retention amounting to 10% percent of the amounts due to the Consultant shall be made by the Client from each payment (except the advance payment). The retention money shall be paid bythe Client upon Final Acceptance of the Services by the Client according to Clause 6.5.4.

6.3.3 Penalties

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

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

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

6.4 Valuation of Currencies

Not Applicable.

6.5 Mode of Billing and Payment

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

6.5.1 Within 60 days after the Effective Date and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultant an advance payment of 10% of the amount mentioned in Clause 6.1. The advance payment will be set off by the Client by percentage deduction of20% from each payment (except the advance payment) until the advance payment has been fully set off. The bank guarantee shall be issued by a bank acceptable to the Client and shall remain effective until the advance payment has been completely set off as provided above. The bank guarantee shall be in a form as specified in Appendix E hereto.

6.5.2 The Consultants' fees for the services shall be paid in stages correspondingto the program of works, as defined by the payment schedule specified in Appendix C.

6.5.3 The Client shall cause the payment of the Consultant's statements within sixty (60) days of the receipt by the Client of such statements with supporting documents. Only such portion of the statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorised to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments

6.5.4 The Services shall be deemed completed, Provisionally and Finally Accepted at the same time by the Client, and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of Notice thereof. Any such claim by the Client or reimbursement must be made within twelve (12) calendar months after receipt by the

Client of a final report and a final statement approved by the Client in accordance with the above.

7. FAIRNESS AND GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Jurisdiction

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

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

FOR AND ON BEHALF OF THE CLIENT	FOR AND ON BEHALF OF THE CONSULTANT
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION	
President	Authorized Representative

APPENDIX F

SPECIMEN FORM

BANK GUARANTEE FOR GOOD PERFORMANCE OF THE CONTRACT

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

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No ___

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

____,
(hereafter called the Consultant),

the Consultant undertakes to produce a Bank Guarantee for good performance of the contract of __% of the value of the contract or the amount of ___________in fresh dollars_.

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

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

DATE:

SIGNATURE OF BANK:

APPENDIX G

SPECIMEN FORM

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Dear Sirs,

Re: Guarantee for Advance payment No ___

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

____

(hereafter called the Consultant),

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

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

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

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

DATE:

SIGNATURE OF THE BANK:

APPENDIX I
Specimen Form
Bid Security (Bank Guarantee)

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

KNOW ALL PEOPLE by these presents that We _____________ *[name of bank]* of _____________ *[name of country]* having our registered office at ________ __________ (hereinafter called "the Bank") are bound unto the Council for Development and Reconstruction (hereinafter called "the Client") in the sum of ______ __________________________________ in fresh Dollars for which payment well and truly to be made to the said Client, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _______ 20___.

THE CONDITIONS of this obligation are:

(1) If, after Bid opening, the Consultants withdraw their Bid during the period of Bid validity specified in the Letter of Invitation;

or

(2) If the Consultants having signed the Contract during the period of the Bid validity fail or refuse to furnish the Performance Security, in accordance with the Contract,

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

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

DATE ____________________

SIGNATURE OF THE BANK ____________________________

WITNESS ___________________ SEAL

_________________________ *[signature, name, and address]*

Appendix J

Value Added Taxes (VAT) - Law 379 dated 14 December 2001
Amended by law # 64 dated 26/10/2017

VAT Mandate

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

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

3- Method of invoicing the VAT for contracts totally financed by the Lebanese State:
The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.

4- Method of VAT invoicing/refund for contracts partially financed by foreign sources:
For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 2 above.
For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.

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

This document was approved by virtue of decision # 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR; and amended as per Law #64 dated 26/10/2017.

APPENDIX K

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)

Appendix L

Declaration of Integrity

Name of Bid: ____
Contracting Authority: ______________________________________
Name of the bidder/authorized signatory for the company: ________________
Company Name: ____

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

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

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

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

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

Dated on __________ day of ________________, ______ [insert date of signing]