REPUBLIC OF LEBANON

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (CDR)

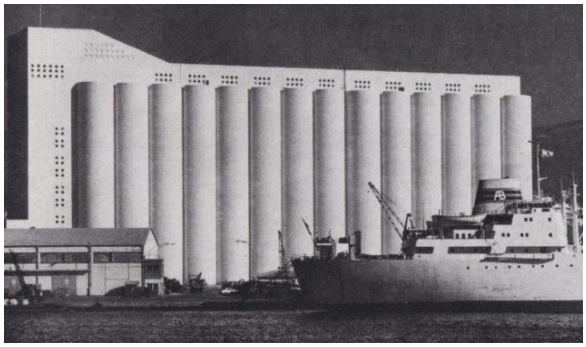
PROJECT: CONSULTANCY SERVICES FOR RECONSTRUCTION OF GRAIN SILOS IN PORT OF BEIRUT

REQUEST FOR PROPOSALS (RFP)

By Open Invitation Tender

APPOINTMENT OF A CONSULTANT FOR THE TECHNICAL AND ECONOMIC STUDY, PREPARATION OF TENDER DOCUMENTS FOR THE RECONSTRUCTION AND/OR CONSTRUCTION OF GRAIN SILO FACILITIES AT THE PORT OF BEIRUT AND OTHER REGIONS, PREPARATION OF THE TERMS OF REFERENCE FOR CONSTRUCTION SUPERVISION.





October 2026

Consulting Services

Procurement of: Engineering Consultancy Services for the Technical and Economic Study, Including the Assessment and Selection of Sites at POB and other regions, Preparation of Tender Documents for the Construction of Grain Silo Facilities, and Preparation of the Terms of Reference for Construction Supervision Services.

RFP/ Letter No: ……

Client: The Council for Development and Reconstruction (CDR)

Country: Lebanon

Issued on: …… of July 2026

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The consultant should: (*Define stable and unstable zones, Assess risks associated with partial demolition, Evaluate impacts on retained structures, Propose demolition methodologies (mechanical demolition, wire sawing, controlled dismantling, etc.), Develop health, safety, and environmental measures.* 71

Typical Deliverables: (*Structural condition assessment report, Test and investigation report, 3D survey model, Structural analysis report, Stability and safety assessment, Demolition methodology report)* 71

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PART I

Section 1. Request for Proposal by open Invitation Tender

Request for Proposal

Consulting Services

Project: Consultancy services for Reconstruction of Grain Silos in Port of Beirut

Name of Assignment: Appointment of Engineering Consultancy Services for the Technical and Economic Study, Including the Assessment and Selection of Sites at POB and other regions, Preparation of Tender Documents for the Construction of Grain Silo Facilities, and Preparation of the Terms of Reference for Construction Supervision Services.

Reference No.: ……..

Grant No.: 81 dated 25/09/2025 KFAED…….

Country: Lebanon

Date:_____

Dear Mr. /Ms.:

1. The Republic of Lebanon (hereinafter called "Grantee" or the "Client") has secured financing from the Kuwait Fund for Arab Economic Development (KFAED) (the "Bank") in the form of a "grant" (hereinafter called the "Grant") for the purpose of financing the Studies for the Reconstruction of the Grain Silos in the Port of Beirut (hereinafter called the "Project").

   KFAED, signed for the above-named purpose and Project, the grant agreement no. 81 dated 25/09/2025 with the Lebanese Government, represented by the Council for Development and Reconstruction. The said grant agreement was pre-approved for execution by the Lebanese Council of Ministers in its decision subject of Decree no. 1201 dated 15/09/2025.

2. More particularly, the Kuwait Fund for Arab Economic Development (KFAED) approved to allocate part of the proceeds of the Grant amounting to One Million Five Hundred Thousand United States Dollars (1,500,000 US$) to finance, including covering the cost of the Preliminary Studies for Reconstruction of Grain Silos in Port of Beirut (hereinafter called the "Project").

3. The Council for Development and Reconstruction (CDR) also referred to shall implement as the "Client" the Project on behalf of the Lebanese Government in coordination with the Ministry of Economy and Trade in Lebanon and the Kuwait Fund for Arab Economic Development (KFAED).

4. The Client intends to apply the funds to eligible payments under the contract (potentially to be signed with the selected Consultant) for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Grant agreement. The Grant agreement prohibits a withdrawal from the Grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Republic of Lebanon shall derive any rights from the Grant agreement or have any claims to the proceeds of the Grant.

5. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): including the consulting services subject of the present Request for Proposals (hereinafter called "RFP by open tender ") which are referred to as Techno-Economic Feasibility Study and Preparation of Tender Documents for Contractors, and the Terms of Reference (TOR) for Supervising of the Reconstruction of Silos at Port of Beirut and at other regions (hereinafter called the "Services" or the "Consulting Services"). Further details on the Services are provided in the Terms of Reference (Section 7).

6. As per the Bank's guidelines, this Request for Proposals (RFP) is required to be addressed in an open invitation to local and international bidding consultants eligible under the Laws of Lebanon and the Regulation of the Kuwait Fund for Arab Economic Development (KFAED) to submit their proposals for the present RFP.

7. The Council for Development and Reconstruction (CDR), through this Request for Proposals (RFP), hereby invites eligible local and international consulting firms, as well as joint ventures, to submit proposals for the present assignment. This invitation is issued through an open competitive process and is published in the official media in accordance with the applicable procurement requirements. **This Tender shall be conducted in accordance with the Laws of Lebanon including for the Public Procurement Law 244 / 2021 and the Procedures and Regulations stated in the respective Grant named herein-above of the Kuwait Fund for Arab Economic Development (KFAED).**

8. It is not permissible to transfer this RFP to any other firm.

9. A firm will be selected under Quality and Cost Based Selection (QCBS) method procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's ("Procurement Regulations"), which can be found at the following website: www.kuwait-fund.org

   The RFP includes the following documents:

   Section 1 – Request for Proposals / Invitation anouncement

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal (FTP) - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

   Section 5 – Eligible Countries

   Section 6 – Fraud and Corruption

   Section 7 - Terms of Reference

   Section 8 - Standard Forms of Contract (Lump-Sum)

10. The Consultant shall be required to provide as part of its bid, a Bid security as specified in the Data Sheet, in original form and, in the amount and currency **specified in the BDS and** shall be unconditional and irrevocable and payable to CDR upon its first demand and issued by a bank located in Lebanon or by a foreign bank through its correspondent bank located in Lebanon. The Bid Security shall be denominated in the US$ currency (fresh US Dollars).

11. Attention is drawn to the need to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

12. Further information on, and inspection of, the Request for Proposal (RFP) Documents may be obtained from …… (insert date) at the CDR's address indicated below during normal working hours.

    Complete sets of the RFP, in English, **may be obtained upon submission of a written application and payment of a non-refundable fee of US$300 (fresh funds), payable in cash.** Requests for clarification of the RFP Documents shall be submitted to the CDR in writing, either by duly registered mail or by facsimile, at the address indicated below

13. Proposals will be submitted to the CDR Tenders Department at the address mentioned below not later than 12:00 o'clock noon Beirut Local Time on **[…….]** in sealed envelopes bearing the name of the Project.

Address: **The Council for Development and Reconstruction.**
Tendering Department
Tallet El Serail, Beirut – Lebanon

Facsimile: +961-1-981255

Yours sincerely,

Council for Development and Reconstruction

President

Mohamad-Ali Kabbani,

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

(a) "Affiliate(s)" means anindividual or anentity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Law "means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and inforce from time to time.

(c) "Bank" means the Kuwait Fund for Arab Economic Development (KFAED).

(d) "Grantee" means the Government, Government agency or other entity that signs the Grant agreement with theBank.

(e) "Client" means the implementing agency that signs the Contract forthe Services with the selected Consultant.

(f) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(g) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause1(the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(h) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and as signment conditions to supplement, but not to over-write, the provisions of the ITC.

(i) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is a nofficial working day of the Grantee. It excludes the Grantee's official public holidays.

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- consultant or Joint Venture member(s).

(k) "Government" means the government of the Client's country.

(l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic- procurement system used by the Client) with proof of receipt;

(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(o) "ITC" (this Section2 of the RFP) means the Instructions to Consultants that provides the bidding Consultants with all information needed to prepare their Proposals.

(p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part there of under the Contract and whose CVs are not evaluated individually.

(q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(r) "RFP" or "Invitation Announcement" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD -RFP.

(s) "SPD-RFP" means the Standard Procurement Document-Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(t) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(v) "Terms of Reference (TORs)" (this Section7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

(w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

(x) "CDR" means the "Council for Development and Reconstruction" or the "Client" or the "Employer" who represents the Government of the Republic of Lebanon on the undertaking of the consultancy services for the reconstruction of the grain silos in the Port of Beirut in coordination and collaboration with the Ministry of Economy and Trading in Lebanon and the Funder as defined herein-below.

(y) "POB" means the "Port of Beirut" which includes the Site of the destroyed Silos intended for reconstruction. The Port of Beirut is a Government organization that operates with the flexibility of a private enterprise.

(z) "GEPB" means "Géstion et Exploitation du Port de Beyrouth" which is an administrative committee that has managed the POB since 1991, and currently fulfills the role of the port authority, landlord, and care taker of the POB assets on behalf of the Government.

(zz) "CNRS", means "The National Council for Scientific Research – Lebanon", is an official institution tasked with monitoring and coordinating efforts to identify the unstable parts of the destroyed silos that need to be demolished and to determine how to demolish them in order to carry out the project works.

(uu) "Agent(s)" means an independent legal entity such as contractor, or sub-contractor, or any company who has been appointed by GEPB to undertake any work or service or business within POB including for any long-term concession or "management, operation, and maintenance" contract.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), Or from the list of consultants participating in the public tender, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The bidding Consultants are invited to submit a Technical Proposal and a Financial Proposal, or aTechnical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide as available, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposalas specified in the **Data Sheet**.

3. Conflict of Interest

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

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

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not behired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: affirm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non- consulting services. Conversely, affirm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relation ship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relation ship with a professional staff of the Grantee (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of theTerms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the

Contract, may not be awarded a Contract, unless the conflict stemming from this relations hiph as been resolved in a manner acceptable to the Bank through out these lection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive acompetitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all bidding Consultants to get her with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by theBank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Further more, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and / or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC6.1 and ITC6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in Section 6,

Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be bidding for, submit proposals for, or be awarded a Bank-financed contractor benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be in eligible if so indicated in Section 5 (Eligible Countries) and:

(a) As a matter of law or official regulations, the Grantee's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Grantee's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Grantee's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they:(i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Grantee's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participationis critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Grantee.

e. Grantee Debarment

6.3.5 A firm that is under a sanction of debarment by the Grantee from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Grantee's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed ajudicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an under taking of the Consult and to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery) in addition to a Form of Declaration of Integrity.

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

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

12. Proposal Validity

12.1**The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his / her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

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

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute an other Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such

case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all bidding Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission dead line, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all bidding Consultants and will be binding on them. The bidding Consultants shall acknowledge receipt of all amendments in writing.

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

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

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a bidding Consultant considers that it may enhance its expertise for the assignment by associating with other consultants if permitted in the **Invitation to Bid/Request for Proposals and in accordance to conditions stated in this RFP**.

14.1.2 The Client may indicate in the **DataSheet** the estimated Key Experts' time input (expressed in Key Staff-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal **at least** the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **DataSheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **DataSheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. FinancialProposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **DataSheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **DataSheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business.This may include proprietary information, trade

Secrets or commercial or financially sensitive information. The submission can be done by mail or by hand or by the option of submitting its Proposals electronically. If and according to the specified method in the **Data Sheet**.

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

17.2.1 A Proposal submitted by a JointVenture shall be signed by all members so as to be legally binding on all members, or by anauthorized representative who has a written power of attorney signed by each member's authorized representative.

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

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE DATE OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed in side of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of theAssignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the

Client and bear the submission address, RFP reference number, the name of the assignment, and shall be clearly marked "Do Not Open Before [insert thetime and date of the submission deadline indicated in the **Data Sheet**]".

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

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of thee valuation of the Technical Proposals.

18.2 Any attempt by bidding Consultants or any one on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

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

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the bidding Consultants' authorized representatives who choose to attend (in person, or on line if this option is

Offered in the **DataSheet**). The opening date, time and the address are stated in the **Data Sheet**.The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be readout: (i) the name and the country of the Consultant or, in case of a JointVenture, the name of the JointVenture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or a sindicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation Is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited to get her with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are

returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **DataSheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the report shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract for misincluded in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. Incase of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification in dicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where the reisa discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicatedin the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC14.1.4 of the **DataSheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet (or notify to the selected Consultant) with the Consultant's representative (s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC12. Failure to confirm the KeyExperts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

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

28.7If the selection method included cost as a factor in the evaluation, the total prices tated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts

And Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultant sinsimilar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations– Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is inresponse to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Consultant with whom the client successfully negotiated a contract;

(b) the contract priceof the successful Proposal;

(c) the names of all Consultants which submitted Proposals;

(d) where the selection method requires, the price offered by each Consultant as readout and as evaluated;

(e) the over all technical scores and scores as signed for each criterion and sub-criterion to each Consultant;

(f) the final combined scores and the final ranking of the Consultants;

(g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals thereason;

(h) the expiry date of the Standstill Period; and

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

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC30. 1 or any extension there of, and upon satisfactorily addressing any complaint that has been filed with in the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract with in eight (8) Business Days from the date of receipt of such notification. If specified in the **DataSheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following in formation:

(a) name and address of the Client;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;

(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons there for;

(d) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.

(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received with in this deadline.

33.2 Where a request for debriefing is received within the deadline, the Clients hall provide a debriefing with in five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this time frame. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If moret han one debriefing is so delayed, the standstill period shall no tend earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3) - Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) - day deadline shallnot lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear the irown costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC30.1 or any extension there of, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

36. Performance Bank Guarantee

36.1 The Consultant is required to provide security for his proper performance of the Contract to the Council for Development and Reconstruction (CDR) **within ten (10) days at the same time of Contract signing** with proforma of said Bank Guarantee to be furnished to CDR's review and acceptance as soon as the award is notified to the Consultant. The Performance Security shall be in the form of a bank guarantee in accordance with the specimen attached hereto. The amount of the bank guarantee shall be ten percent (10%) of the Contract Price. The guarantee shall be unconditional and irrevocable and payable to CDR upon its first demand and issued by a bank located in Lebanon or by a foreign bank through its correspondent bank located in Lebanon. The Performance Security shall be denominated in the US$ currency (fresh US Dollars).

37. Bid Security Guarantee

37.1 **The Bidder shall furnish as part of its bid**, a Bid security in the amount and currency **as specified in the Data Sheet**, in the form of a bank guarantee in accordance with the specimen attached hereto. The guarantee shall be unconditional and irrevocable and payable to CDR upon its first demand and issued by a bank located in Lebanon or by a foreign bank through its correspondent bank located in Lebanon.

37.2 Any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non-responsive. The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB.

37.3 The bid security may be forfeited or the Bid-Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) Sign the Contract in accordance with ITB; or

(ii) Furnish a performance security in accordance with ITB .

37.4 The bid security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent pousuant to DS & TECH 3.

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Section 2. Instructions to Consultants

E. Bid Data Sheet

ITC Reference	A. General
1 (b)	The laws in force in the Republic of Lebanon
1(l)	E-mail is not acceptable
2.1	*Name of the Client*: The Council for Developmentand Reconstruction(CDR) *Method of selection*: Quality and Cost Based Selection (QCBS) method
2.2	*"The Financial Proposal shall be submitted together with the Technical Proposal in* ***one outer sealed envelope containing two separate sealed envelopes: one Financial Proposal envelope and one Technical Proposal envelope.*** *Project*: ***Consultancy services for Reconstruction of Grain Silos in Port of Beirut*** *The name of the assignment is:* ***Appointment of Consultancy Services for the Technical and Economic Study, Preparation of Tender Docunents for the Construction of Grain Silo Facilities at the Port of Beirut and other regions, and Preparation of the Terms of Reference for Construction Supervision.***
2.3	If a pre-proposal conference is deemed necessary, the Client will notify all prospective Consultants and provide the date, time, and location (or virtual meeting details). Attendance at any such pre-proposal conference shall be optional and at the Consultants' own expense.
2.4	The Client will provide the following inputs, project data, reports, etc.to facilitate the preparation of the Proposals (as available): **Yes**
4.1	*CDR will provide all Bidding Consultants, with all previous studies mentioned in the TOR (as available*): **Yes**
6.3.1	A list of debarred firms and individuals may be provided to bidders by CDR (If available) or by the Bank external website.

B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1 and 15.1	The Proposal shall comprise the following: **FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:** a) A written power of attorney authorizing the signatory of the bid to commit the bid certified by a notary; b) A legal record of the authorized signatory, dated no more than 3 months before original bid submission date, free from any judgment. (سجل عدلي). c) Receipt for payment of the Proposal (RFP) Documents fee and receiving of the said documents. d) Certificate of quittance issued by the National Social Security Fund NSSF. Its validity extending beyond the bid opening date. For Lebanese Consultants only. e) A statement issued by the municipality within which the Local 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. f) Declaration listing all the owners of the economic right أصحاب الحق الاقتصادي as per form M18 issued by the Ministry of Finance (النموذج م١٨ الصادر عن وزارة المالية) with copies of their identification cards (ID/Passport). g) A local bidder registration certificate issued by the Lebanese Ministry of Finance and a registration certificate with the Value Added Tax Directorate. If the bidder is not registered for Value Added Tax, and submits a certificate of non-registration, in this case, the bidder is bound by his price, even if he becomes registered for VAT during the execution of the contract. h) "Submission of the Company's financial statements for the last three (3) fiscal years, certified by a licensed accountant (applicable to Lebanese companies)." i) Information regarding any current litigation in which the Bidder is involved. j) Signed Declaration of Integrity; k) Certificate indicating the permanent address of the Bidder. l) For International Consultants, commitment to have a local office space to support the international staff upon their presence in Lebanon. m) Copies of any addenda issued by CDR .

10.1 and **15.1**	n) The bidder shall submit in Envelope No. 1 (Administrative and Technical Offer) of his bid 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 No. 4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this contract. o) TECH-1: According to Lebanese law 324/2024 a stamp duty of 1,000,000 Lebanese Pounds must be paid for Public Tenders. TECH-1 should be completed, filled, stamped (Stamp 1,000,000 Lebanese Pounds) and signed. p) TECH-2: The Consultant shall list similar projects in FORM and Certified completion certificates, signed and stamped by clients, including the Consultant's scope of work shall be submitted for each of the similar projects listed in FORM TECH-2. q) TECH-2, and submit certified completion certificates, signed and stamped by the clients, for each project, in accordance with the requirements stipulated in ITC 21.1. □ TECH-1 □ TECH-2 □ TECH-3 □ TECH-4 □ TECH-5 □ TECH-6 □ TECH-7 Code of Conduct (ESHS) □ TECH-8 Power of Attorney for Firm's Representative. □ Copies of any addenda issued by CDR □ **The Bidder shall furnish as part of its bid, a bid security as specified in the BDS, in original form and, in the amount and currency specified in the BDS.** A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

	AND **2nd Inner Envelope with the Financial Proposal (if applicable):** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	- Statement of Undertaking is required: **Yes** - Form of Declaration of Integrity: **Yes**
11.1	**Sub-consultants are <u>NOT allowed</u> to participate in multiple Proposals. Key Experts and Non-Key Experts of the main consultants shall not participate in more than one Proposal.**
12.1	Proposals must remain valid for ***[120 days]*** **days after the proposal submission deadline.**
13.1	Clarifications may be requested no later than ***[10]*** **days prior to the submission deadline.** The contact information for requesting clarifications is: **The Council for Development and Reconstruction.** **Tendering Department** **Tallet El Serail, Beirut – Lebanon** **Facsimile: +961-1-981255**
14.1.1	**Bidding Local Consultant may associate in the form of an unincorporated Joint Venture with International or National Consultant to meet the requirement of this RFP.**
14.1.2	**Estimated input of Key Experts' time - input: not less than 40 Key Staff-months.**
14.1.3	*"Not applicable"*
14.1.4 and 27.2	*"Not applicable"*
15.2	The format of the Technical Proposal to be submitted is: **FTP.** Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16.1	(1) Per Diem including Accommodations (2) Round trips International Flights (3) All reimbursable expenses not included in rates and prices as required to undertake the entire required Services. As estimated in FIN-4, 150 days for Hotel Reservation and 30 Flights/ Tickets .
16.2	A price adjustment provision applies to remuneration rates: **No**
16.3	Applicable taxes for this contract are: a- 8.5% income Tax of the value of the contract, applicable on Foreign Consultants' share. b- Income taxes applicable on Local Consultants' Share are considered to be payable by the participating consultants on yearly basis and making part of their offered rates and prices and not included separately in the tender. c- A stamp duty of 8 per 1000 of the value of the contract including the value of income taxes as indicated above in bullets (a) and (b), applicable on Local Consultants and Foreign Consultants, d- VAT taxation is not applicable for this Contract according to the law 379 dated 14/12/2001amended by Law No. 64 dated 26/10/2017 which states that all foreign funding is not subject to any VAT taxation. Accordingly, if the Consultant has to pay any VAT, he will be refunded the VAT directly from the Ministry of Finance. The tax liability for the Consultants is as follows: - For the stamp duty: A Stamp duty amounting to 8 per 1000 of the value of the contract is to be paid; the first 4 per 1000 to be paid by the Consultant within 5 working days after the notification day and the remaining 4 per 1000 will be deducted by CDR from each invoice.
	- For the IncomeTax: a- For Foreign Consultants (Single or Member of **JV**), CDR will deduct 8.5% from his invoice, or from his share of each invoice (in case of JV). b- For Local Consultant (Single or Member of JV), the Consultant will make his own arrangements to pay his annual income tax on his Contract to the Lebanese Ministry of Finance (MOF). "Information on the Consultant's tax obligations in the Client's country can be found at **www.finance.gov.lb**
16.4	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services solely in United States Dollars (fresh) currency. The Financial Proposal may state local costs int he Client's country currency (local currency): **Yes, but final contractual rates and prices shall be expressed in US$ (fresh) currency.**

C. Submission, Opening and Evaluation	
17.1	**The Consultants" shall not" have the option of submitting their Proposals electronically.**
17.4	**The Consultant must submit:** (a) **Technical Proposal:** one (1) hard original + one (1) copy + 1 CD Soft Copy; (b) **Financial Proposal:** one (1) hard original + one (1) copy + 1 CD Soft Copy;
17.7 and 17.9	**The outer envelope SHALL NOT bear the Consultant's name and address. The outer envelope shall be obtained by the Consultant from CDR's Tenders Department along with the Tender Document.** **The Proposals must be submitted no later than:** **Date: As indicated in the Request for Proposal / Invitation Letter.** **Time:**12:00 o'clock noon Beirut Local Time. **The Proposal submission address is:** Council of Developmentand and Reconstruction (CDR) Address: Tenders Department Tallet El Sarail, Beirut, Country: Lebanon, Telephone:(+961-01-980096).
19.1	**An online option of the opening of the Technical Proposals is offered: No** **The opening shall take place at:** "same as the Proposal submission address" **Date**: same as the submission dead line indicated in 17.7. **Time:**12:00 o'clock noon Beirut Local Time.
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals***"N/A"*

21.1 (For FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: **(i) Specific experience of the Consultant (as a firm or JV Partners) relevant to theAssignment:** The firm's or JV partners' experience, in the field of the assignment based on the information provided including Details of experience of similar assignments during the past ten (10) years as follows: **A. Details of minimum two (2) projects involving economical and financial feasibility studies (whether combined or separate) for Projects exceeding each in value Ten (10) Million United States Dollars.** **B. Details of minimum two (2) completed projects involving design, preparation of Tender Documents for contractors, and Terms of Reference for Supervising services of Silos similar to the project (whether combined or separate) for Projects exceeding each in construction value Fifteen (15) Million United States Dollars**, **C. Successfully completed design of at least one (1) Port Master planning Project for an area not less than Thirty (30) hectares during the past ten (10) years.** **D. Successfully completed, within the past ten (10) years, at least one technical assessment assignment for an existing deteriorated large-scale reinforced concrete structure, including grain silos or other comparable structures of similar size, volume, structural complexity, and configuration to the existing Beirut Grain Silos, including the preparation of rehabilitation and/or reconstruction design recommendations and/or tender documents, for a project with an estimated construction value of not less than United States Dollars Twenty Million (USD 20,000,000).** For all above experiences: To include final acceptance certificates, including the Consultant's job description. In addition, to the Two completed similar projects, the ongoing substantially completed projects in similar / relevant assignment will also be taken into in prorata consideration, and shall include certificates with the percentage of completed services, including the Consultant's job description.

	In the case of a Joint Venture (JV): * For the 2 items A & B, the Lead Partner shall provide at least one (1) project experience certificate/document demonstrating compliance with the above-mentioned experience requirements. Each other JV partner shall also provide at least one (1) project experience certificate/document demonstrating relevant experience in accordance with the above requirements. * For the 2 items C & D, compliance with the required experience may be established by either the Lead Member or any other member of the Joint Venture or Consortium. Additionally, a bidder and/or a JV shall submit certificate/document (a contractor any other document) include certificate of completion proving the below required experience in number and detail the Bidder's experience listed below must be authenticated by the relevant authorities and concerning persons as following: - Certificates issued abroad: must be signed and stamped by project owner, the relevant authority and the Ministry of Foreign Affairs in that country and then by the Lebanese Consulate. - Certificates issued in Lebanon: must be signed and stamped by the Project owner, the relevant authority and along with certificate of paiement of the stamp duty clients, and with a registration certificate from one of the two Engineering Associations in Lebanon. All documents and certificates shall be submitted for each of the listed projects and requirements stated above for (A), (B), (C) and (D). **Total points for criterion (i): [36 points]** The number of points will be assigned according to the Tendering Committee Assessment based on the provided certificates with**t en percent (9%) weight for each** of the listed above points out of the total hundred percent (100%) total weight. **(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts. **Total points for criterion (ii): [17 points]** **(iii) Key Experts'qualifications and competence for the Assignment:** *{Notes to Consultant: each position number corresponds to the same for the Key Expertsin Form TECH-6 to be prepared by the Consultant}*

The Consultant's key personnel proposed Staff shall have a minimum of fifteen (15) years of general professional experience in their respective fields, including at least twelve (12) years of proven experience performing the duties of the proposed Key Staff position or an equivalent position, include but not necessarily limited to:

A. Position	K-1: Senior Master Planner - Team Leader	[4 points]
B. Position	K-2: Senior Business Model Analyst	[4 points]
C. Position	K-3: Senior Geotechnical Engineer	[4 points]
D. Position	K-4: Senior Structure sand Demolition Engineer	[6 points]
E. Position	K-5: Senior Financial Analyst	[4 points]
F. Position	K-6: SeniorTransportation Engineer	[4 points]
G. Position	K-7: Senior MEP and Equipment Engineer	[5 points]
H. Position	K-8: Senior Infrastructure Engineer	[4 points]
I. Position	K-9: Senior QS/Cost Estimation Engineer	[4 points]
J. Position	K-10: Senior Coordination Engineer	[4 points]
K. Position	K-11: Senior Architect	[4 points]

Total points for criterion (iii): [47 points]

Incase of Joint Venture, at least the below key experts shall be appointed by the lead partner of the JV:

A. Position	K-1: Senior Master Planner - Team Leader
B. Position	K-2: Senior Business Model Analyst
C. Position	K-3: Senior Geotechnical Engineer
D. Position	K-4: Senior Structures and Demolition Engineer
E. Position	K-5: Senior Financial Analyst
K. Position	K-11: Senior Architect

The five (5) remaining Keyexperts, can be appointed by other partner of the JV members:

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:
1) General qualifications (general education, training, and experience):15%
2) Adequacy for the Assignment (relevant education, training, international experience in the sector / similar assignments): 75%
3) Relevant experience in the region (working level fluency in local language(s) / knowledge of local culture or administrative system, government organization, etc.): **10%.**

Total weigh **100%**

The minimum technical score (St) required to pass the technical evaluation shall be Not less than 75 % of the total maximum points available for all technical categories combined."

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

	Public Opening of Financial Proposals
23.4	An on line option of the opening of the Financial Proposals is offered: **No**.
23.5	A two envelope procedure will be adopted in evaluating the proposals, with the technical evaluation being completed prior to any financial proposals being opened and compared. Only consultants with passing technical proposals will be retained for further evaluation of their financial proposals. Any interested party who wishes to attend or send a representative to this public opening should contact *the Tendering Department at CDR* and request to be notified of the location, date and time of the public opening of the Proposals. The request should be made at least 24 hours before the dead line for submission of Proposals, stated above. Consultants shall submit a Proposal which complies with the requirements of the Tender Documents. Failure to submit or comply with the required information will result in the rejection of the technical proposal and as a result the financial proposal will remain sealed.
25.1	**For the purpose of the evaluation, the Client will exclude all local taxes as described in Sub-Clause16.3 of this Data Sheet.** If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate lines, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: **U.S. Dollars.** **The official source of the selling (exchange) rate is**: **The Central Bank of Lebanon** The date of the exchange rate is**:Date of Submission of Proposals.**

27.1 **(QCBS only)**	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf =100 x Fm / F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 70% and P = 30% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+ P= 1) as following: S = St x T% + Sf x P%.
27.4	Not applicable.
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: Date: …… 2026. Address **:** Council for Development and Reconstruction (CDR) Tallet El Serail Beirut– Lebanon
32.1	The successful Consultant *shall* submit the Beneficial Owner Ship Disclosure Form. The information will not be published on the Client's website. A facsimile message will be sent to the awarded Consultant inviting him to get notified the Contract, after the Client received the Bank's no-objection to the award of tender and to the draft contract (if applicable).
34.2	**Expected date for the commencement of the Services:** **Date**: According to the Note of Commence (NOC)

35.1	The procedures for making a Procurement-related Complaint are detailed in (Annex III). If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to: **For the attention**: Eng. Mohamad-Ali Kabbani **Title / position** : President of CDR **Client** : Council for Development and Reconstruction (CDR) **Email address** : Not Applicable **Fax number** : +961-1-981252 In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and **3.** the Client's decision to award the contract.
	E. Bid security amount and validity
37. 1	The Bidder shall furnish as part of its bid, a Bid security in the amount of /30.000.00/ US$ (Thirty Thousand American Dollars), in the form of a bank guarantee in accordance with the specimen attached hereto. And must remain valid for ***[28 days]*** **days after the limit of the proposal validity.**
	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)" (شركة توصية مساهمة) or "Stock Companies" (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade.This document should be submitted before signing the Contract to the awarded Consultant, if applicable.
	Consultants are considered acquainted with and aware of the laws in force in the Republic of Lebanon.

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECK LIST OF REQUIRED FORMS

Requiredfor FTPorSTP ✓		**FORM**	**DESCRIPTION**	***Page Limit***
FTP	**STP**			
✓	**N/A**	TECH-1	Technical Proposal Submission Form.	3
✓If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attached letter of intent or a certificate copy of an existing agreement.	3
✓If applicable		Power of Attorney	No pre-set format / form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	3
✓	**N/A**	TECH-2	Consultant's Organizationand Experience.	10/firm or 10/JV member
✓	**N/A**	TECH-2A	A. Consultant's Organization	10/firm or 10/JV member
✓	**N/A**	TECH-2B	B. Consultant's Experience	10/firm or 10/JV member
✓	**N/A**	TECH-3	Comments or Suggestions on the Terms of Reference and on Counter part Staff and Facilities to be provided by the Client.	2
✓	**N/A**	TECH-3A	A. On the Terms of Reference	2
✓	**N/A**	TECH-3B	B. On the Counter part Staff and Facilities	2
✓	**N/A**	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	20
✓	**N/A**	TECH-5	Work Schedule and Planning for Deliverables	10
✓	**N/A**	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5 per Key Experts
✓	**N/A**	TECH-7	Code of Conduct (ESHS)	2
✓	**N/A**	TECH-8	Power of Attorney for Firm's Representative	2

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Nameand address ofClient]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Appointment of Consulting Engineering Services for the Technical and Economic Study, Preparation of Tender Documents for the Reconstruction and/or Construction of Grain Silo Facilities at the Port of Beirut or other suitable locations, and Preparation of the Terms of Reference for Construction Supervision, in accordance with your Request for Proposals (RFP) by open invitation tender dated …….. [InsertDate] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement" (refer to the specimen Joint Venture Agreement) signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub- consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and / or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding up on us for the period of time specified in the Data Sheet, ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or adebarment imposed bythe Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Bank and other development banks. Further, we are not in eligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) In competing for (and, if the award is madetous, inexecuting) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(g) Except as stated in the Data Sheet, ITC12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC12 and ITC 28.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the dateindicated inITC 34.2 oftheData Sheet.

We understand that the Client is not bound to accept any Proposalt hat the Client receives.

We remain,
Yours sincerely,

(1.000.000 L.L.)
Stamp Duties

Signature (of Consultant'sauthorized representative) {In full andinitials}:

Fullname: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert theperson'scapacityto signforthe Consultant}
Address: {insert the authorized representative'saddress}
Phone/fax: {insert the authorized representative'sphoneandfaxnumber, ifapplicable}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULLTECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the General and recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a jointventure or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role / involvement.

The Consultant shall submit legally certified copies of the original documents evidencing its legal constitution and status, including, but not limited to, documents indicating its place of registration, principal place of business, founders, members, shareholders, authorized signatories, share capital, directors, and ongoing contracts.

The same requirement shall apply to each Sub-Consultant and each member of a Joint Venture (JV), where applicable.

Authentication Requirements

- **Documents and certificates issued outside Lebanon** shall be duly signed and stamped by the competent authority in the issuing country, legalized by the Ministry of Foreign Affairs of that country, and subsequently authenticated by the Lebanese Consulate in the issuing country.
- **Documents and certificates issued in Lebanon** shall be duly signed and stamped by the competent Lebanese authority.

A- Consultant's Organization

1.Providehere a brief description of the back ground and organization of your company, and–in case of a joint venture–of each member for this assignment.

2.Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall provide additional informationon be neficial ownership, using the Beneficial Ownership Disclosure Form.

B - Consultant's Experience

1.List only previous similar assignments successfully completed in the last *[*10*]* years.

2.List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's

individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

3. Attach the Certified completion certificates or the certificate for ongoing projects, for each of the projects listed, signed and stamped by clients, including the Consultant's scope of work (with emphasison survey of market demand) and the percent of completed works (if it is an ongoing project).

Duration	**Assignment name/& brief description of main deliverables / outputs**	**Name of Client & Country of Assignment**	**Approx. Contract value (in US$ equivalent) / Amount paid to your firm**	**Role on the Assignment**
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement Quality of.....": designed master plan for rationalization of.....;}	{e.g., Ministry of ....., country}	{e.g., US$1 mill/US$0.5 mill}	{e.g., Lead Partnerina JV A& B& C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-nationalgovernment....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US$0.2 mil/US$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULLTECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BYTHE CLIENT

FormTECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness sof the assignment; and on requirements for counter part staff and facilities, which areprovidedby the Client, including: administrative support, officespace, localtransportation, equipment, data, etc.

A- On theTerms of Reference

{improvements to theTerms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counter part staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, back ground reports, etc., if any}

FORM TECH-4 (FOR FULLTECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLANING RESPONDING TO THE TERMS OF REFERENCE

FormTECH-4: a description of the approach, methodology and workplan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- Technical Approach and Methodology
- Work Plan
- Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat / copy the TORs in here.**}

b) ***WorkPlan.***{Please outline the plan for the implementation of the main activities / tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed workplan should be consistent with the technical approach and methodology, showing you're under standing of the TOR and ability to translate the min to a feasible workingplan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The workplan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.***{Please describe the structure and composition of your concerning team, including the list of the Key Experts, Non-KeyExperts and relevant technical and administrative support staff.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables[1](D-..)	Maxinun 24 Weeks											
		1	2	3	4	5	6	7	8	9	.....	n	Deliverables Maximum Activity Time in Weeks
*	**Phase 1 consists of undertaking a Technical and Economic Feasibility Study (As Section 7 TOR)**												
A	Grain Market Study and Data Collection Report												2 weeks
B	Inception Report (including consolidation of requirements involving CDR, Ministry of Economy and Trade, KFAED, Grain Importers, Grain wholesale traders, Central Bank of Lebanon, other stakeholders etc…)												2 weeks
C	Study and Coordinate the location of the Silo with the Master Plan of Port of Beirut, while proposing any necessary amendments to the master plan and suggesting new alternative sites in POB and at various regions of Lebanon if required.												2 weeks
D	Surveying and Setting-out Benchmarks in addition to conducting Survey of Remaining Foundation and Structure from pre-existing POB grain silos and provide the detailed Report…												2 weeks

E	Structural and geotechnical engineering evaluation of the remaining foundations and existing construction, including necessary tests and investigations, and a structural /geotechnical recommendations report.												4 weeks
F	Business Model Study and Options for management and operation of POB reconstructed silos, or other suitable locations at recommended locations approved by the competent authorities.												3 weeks
G	Financial Feasibility Analysis and Report.												1 weeks
H	Workshop and presentation to discuss the findings and initial recommendations with CDR & concerning Authorities.												2 weeks
I	Final Techno-Economic Report, Risks, and Recommendations												2 weeks
J K L	**Phase 2**: Design and Tender Documentation for Reconstruction of the Silos at the Port of Beirut or other suitable locations (As Section 7 TOR) • Detailed design of the new Silos, integrated with the remaining stable existing structures (if found), in accordance with the findings and recommendations of Phase 1. • Preparation of tender documents for the selection of contractors to reconstruct of the Silos at the Port of Beirut and other suitable locations with an estimation cost of the constructioworks, **include Preparation of Permit file & the engagement of a Bureau de Controle** as Terms of Reference C.1 etc… • Preparation of Terms of Reference (TOR) and tender documents for the selection of the supervision consultant for the reconstruction works.												**10 Weeks**

The Consultant shall submit a detailed work schedule and implementation plan for Phase 2. (Work schedule and planning)

The sequence of the tasks included in the First Phase is indicative only and shall not be binding. The Consultant shall carry out the tasks in the order most appropriate to the progress of the Services and/or in accordance with the Client's instructions, provided that the overall duration for completion of the First Phase shall not exceed the aggregate of the time allocations specified for the respective tasks in the Schedule of Tasks. The combined overall duration of the Services for Phase 1 and Phase 2 related to the Reconstruction of the Silos at the Port of Beirut **shall not exceed Twenty four (24 weeks).**

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

Key Expert Position	Home/Field: (PT) or (FT)	Home (H)	Field (F)	Minimum Overall Duration, Months for (PT) and (FT) and for (H) and (F)
Position K-1: Senior Master Planner - Team Leader	(PT): (FT):			**2.5**
Position K-2: Senior Business Model Analyst	(PT): (FT):			**2.0**
Position K-3: Senior Geotechnical Eng.	(PT): (FT):			**2.5**
Position K-4: Senior Structures and Demolition Engineer	(PT): (FT):			**4.5**
Position K-5: Senior Financial Analyst	(PT): (FT):			**2.0**
Position K-6: Senior Transportation Eng.	(PT): (FT):			**2.5**
Position K-7: Senior MEP and Equipment Engineer	(PT): (FT):			**1.0**
Position K-8: Senior Infrastructure Engineer	(PT): (FT):			**1.0**
Position K-9: Senior QS/Cost Estimation Eng.	(PT): (FT):			**2.0**
Position K-10: Senior Coordination Engineer	(PT): (FT):			**2.5**
Position K-11: Senior Architect	(PT): (FT):			**2.5**

1. The Client may request supporting documents (as time sheet, passport check in/ out etc…) to check and verify the presence of Mentioned key experts in Lebanon.

2. For Key Experts, the inputs hould be indicated individually for the same positions as required under the Data Sheet ITC21.1.

3. Months are counted from the start of the assignment / mobilization. One (1) month equalst wenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

4. "Home" means work in the office in the expert's country of residence."Field" work means work carried out in the Client's country or any other country outside the expert's country of residence. It is up to the Bidder to determine the required period in "Home" and in "Field", noting that the total period for each key expert shoul dmatch the required period stipulated in the TOR and in the Table above.

5. Please fill in staff required time as (FT) or (PT) and as (H) or (F) in Form Tech-6 shown herein-above taking into consideration the minimum required time set in this RFP and in Tech-6 for the effort / time required to be



FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g.,K-1,TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship / Residence	

Education: {List college / university or other specialized education, giving names of educational institutions, dates attended, degree(s) /diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, a nd contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of……, advisor/consultantto… For references:Tel……/e-mail……;Mr. Hbbbbb, deputy minister]		

Member ship in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work /Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH-5 In whicht he Expert will be involved)	

Expert's contact information : (e-mail……., phone……)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described here in may lead to my disqualification or dismissal by the Client, and /or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

[Note to Client: include this requirement for supervision of civil works contracts.]

Code of Conduct
Environmental, Social, Health and Safety(ESHS)

{The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in theTerm of Reference described in Section 7.}

Code of Conduct:
{The Consultant}is bound by this agreement to maintain the highest standards of ethics among its staff and among the personnel of all contractors hired under the project. All personnel working for the Firm are there forerequired to sign and to respect at all times the following code of conduct. The term project staff as used here in includes all people working for {The Consultant} on the project.

Country Laws:
All staff are to abide by host country applicable. Proven instances of breach shall result in immediate dismissal.

Conflict of Interest
To maintain transparency in all decision making no staff member should be involved in awarding benefits or employment to any person with whom they have financial, family or personal interests. Project staff are for bidden from accepting, soliciting, requesting or implying expectations of payment or gifts in exchange for awarding benefits or employment.

Personal Gifts
Project staff must not abuse their position for personal gain. Therefore, staff shall not accept gifts or payment through work links. Any abuses will result in dismissal. Staff should conduct themselves at all times in a manner that avoids suspicion of such behavior.

Theft
Theft of property from the company, from co-workers, or from residents of the project area will not be tolerated. Proven instances of theft shall resultin dismissal.

Enforcement
ANY BREACH OF THIS CODE OF CONDUCT WILL BETREATED WITH DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL.

Depending on these verity of the offence, personnel in breach of this code may be issued with awarning, affine and or dismissal. Staffs who reoffend aftert wowritten warnings shall be dismissed immediately.

Duty to Report
It is the duty of any project staff member who becomes aware of any breaches of this code of conduct to report this immediately.

By Signing here, I acknowledge that I have read and understood the code of conduct and agree to abide by it.

Signed:

Name: {The Consultant}

Date:

FORM TECH-8

Power of Attorney for Firm's Representative

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

FORM OF BID SECURITY
(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letter head or SWIFT identifier code]
To: **Council for Development and Reconstruction**
Tallet el Serail, Beirut, Lebanon
P.O.Box 11/3170

WHEREAS, *[Name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated *[Date]* for the *[Name of Project]* (hereinafter called "the Bid").

BY THIS GUARANTEE 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 Employer") in the sum of _____USD in cash for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of____ 201 _

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him as a result of the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *(148)* days after the deadline for submission of the Bids, as it may be extended by the Employer at any time prior to this date, 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……
IN THE CAPACITY OF…….

WITNESS……...SEAL……
…….……..…….(Signature, Name, and Address)

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

Declaration of Integrity

Name of Bid:

To: REPUBLIC OF LEBANON

COUNCIL FOR DEVELOPM ENT AND RECONSTRUCTION

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 Council for Development and Reconstruction 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 Council for Development and Reconstruction, 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)

Date:

Name of Bidder:

Name:

In the capacity of:

Signature:

Address:

(Stamp 50,000 Lebanese Pounds)

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets {}provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations-Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {insert amount(s) in words and figures}, including of all local taxes in accordance with ITC25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in FORM FIN-2}

Our financial offer will remain valid and binding until its expiry validity date or any further extension of the offer's validity period, subject to the modifications resulting from Contract negotiations, the period of time specified in the Data Sheet, and ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Nameand Address Of Agents	Amountand Currency	Purpose of Commission Or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

Weremain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name:{insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name orJV's name):
Capacity: {insert the person'scapacityto signforthe Consultant}
Address: {insert the authorized representative'saddress}
Phone/fax:{insert the authorized representative's phone and faxnumber, if applicable}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}.

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC**16.4 of the Data Sheet**; Delete columns which are not used}			
	{Insert Foreign Currency#1}	*{Insert Foreign Currency#2,if used}*	*{Insert Foreign Currency#3,if used}*	*{Insert Local Currency, if used and / or required (16.4 DataSheet}*
Cost of the Financial Proposal				
Including:				
(1)**Remuneration (Lump Sum)**				
(2)**Reimbursable (Ceiling payable upon submission of relevant invoices)**				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
• Income taxe as described in Sub-Clause16.3 of Data Sheet.				
• Stamp duty fee of 8 per 1000 of the value of the contract including the value of income taxes as indicated above.				
Add				
Total Estimate for Indirect Local Tax:				

Foot note: Payments will be made in the currency(ies) expressed above (Reference to ITC16.4).

FORM FIN-3 BREAK DOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form and in the below Bill of Quantities & Provision schedule of services, shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

All reports, documents, studies, test results, drawings, maps, meeting minutes, and all other materials and deliverables produced under the Project shall be submitted to the Client in two (2) duly signed hard copies and one (1) electronic copy.

A. Remuneration					
No.	**Assignment**	**Deliverables**	**Remuneration**	**Number of Week's after The signature of the contract**	***Deliverable cost Currency#1 -as in FIN-2}***
	Phase 1 consists of undertaking a Technical and Economic Feasibility Study …(As Section 7 TOR)				
	Item A: Grain Market Study and Data				
	Item B: Inception Report (including consolidation of requirements involving…				
	Item C: Study and Coordinate the location of the Silo with the Master Plan of Port of Beirut…				
	Item D: Surveying and Setting-out Benchmarks…				
	Item E: Geotechnical Investigations…				
	Item F: Business Model Study and Options for management and operation of POB…				
	Item G: Financial Feasibility Analysis and Report				
	Item H: Workshop and presentation to discuss the findings and initial recommendations…				
	Item I: Final Techno-Economic Report, Risks, Solutions and Recommendations				

	Phase 2: Design, Tender Documents & Estimation cost of the reconstruction of the Silos at the Port of Beirut and other suitable locations				
	Item J: Include detailed design of the new Silos …(As Section 7 TOR)				
	Item K: Preparation of tender documents for the construction of the new Silos, **include Permit & engagement of Bureau de Controle** …(As Section 7 TOR)				
	Item L: Preparation of the Terms of Reference for supervising of the reconstruction of the Silos at the Port of Beirut and other suitable locations.				
Total Remuneration US$					

Bidders are provided in attachment to this Form FIN-3 with a "**Schedule of Services, Quantities and Prices** for Geotechnical Investigation and Structure test of the remaining Existing construction " to be priced and submitted by all bidders **as part of their Financial Proposal and should be included in their LumpSum renumeration.**

Schedule of Services, Quantities and Prices for the above item: D & E

For the Structural and Geotechnical Engineering Assessment of Remaining Existing construction and Foundation of Pre-existing Silos and Structural

Based on the technical reports previously prepared from the visual inspections, field investigations, laboratory testing, and scientific assessments carried out on the Grain Silo Building at the Port of Beirut, the Consultant shall carry out any additional inspections, investigations, surveys, laboratory tests, material testing, or other technical assessments deemed necessary to properly complete the Services and substantiate the Consultant's findings and recommendations.

Item	Description	Qty	Unit	Rate	Amount
					US $
	Note: The Works shall comply with all applicable local and international laws, regulations, standards, obligations, and requirements. The rates and prices submitted by the Contractor shall be deemed to include all costs, obligations, liabilities, and responsibilities arising from or related to such compliance.				
E & D	Geotechnical Investigations, including the mobilization & demobilization, necessary field and laboratory tests as well issuing the geotechnical report with the necessary recommendations and to follow the local and international codes and standards. Undertake all required inspections, investigations, laboratory and field testing, and structural analyses to identify the structurally stable and unstable components of the damaged silo structures. The Consultant shall determine the portions requiring demolition and removal and shall define the proposed methodology for such demolition and removal of all debris resulting from the explosion and the demolition of unstable components. The Consultant shall provide detailed recommendations, together with comprehensive technical reports, engineering assessments, and the results of all inspections, investigations, and tests performed. **<u>is deemed to include:</u>**				
	Total US$ To Collection				

Item	Description	Qty	Unit	Rate	Amount US $
	1. Assessment and Inspection Document Review (Visual Inspection, Geometric and Deformation Survey, Topographic and Structural Survey, Monitoring) 2. Non-Destructive Testing (NDT) (Rebound Hammer Test, Ultrasonic Pulse Velocity, Ground Penetrating Radar, Cover Meter Survey, Impact-Echo Testing, Infrared Thermography) 3. Semi-Destructive and Laboratory Testing (**Concrete** Core Sampling, Petrographic Examination, Carbonation Testing, Chloride Content Testing, Reinforcement Sampling) 4. Corrosion Assessment (Cell Potential Test, Concrete Resistivity Testing, Corrosion Rate Measurements, Analysis Scope). The consultant should: (Define stable and unstable zones, assess risks associated with partial demolition, evaluate impacts on retained structures, propose demolition methodologies (mechanical demolition, wire sawing, controlled dismantling, etc.), Develop health, safety, and environmental measures. Typical Deliverables: (Structural condition assessment report, Test and investigation report, 3D survey model, Structural analysis report, Stability and safety assessment, Demolition methodology report) Recommendations identifying: (Structures to be retained, Structures requiring strengthening, Structures to be demolished, Conceptual rehabilitation/reconstruction strategy).	1	Item		
	Total US$ To Collection				
	Total To collect with in the Lump Sum Renumeration US $				

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than with in the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and over head are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for over head and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges
(Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Client's Country									

{*If more than one currency isused, use additional table(s), onefor each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAK DOWN OF REIMBURSABLE EXPENSES

B.Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency#1-asin FIN-2}	{Currency#2-asin FIN-2}	{Currency#3-asin FIN-2}	{Local Currency-asin FIN-2}
—	PerDiem including Hotel Accommodations	{Day}		120 Days				
—	International flights	{Ticket}		10 Flights				
				Tota lCosts				

Legend:

- Proof of stay for the number of days shall be included in the invoice.
- For international flight, boarding passes for roundtrip flight shall be included in the invoice.

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of bidding Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2(a): **Israel**

Under the ITC 6.3.2(b): **None**

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guide lines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Grantees (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub- contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraudand Corruption.

2.2 To this end, the Bank:

a. Defines, for thepurposesof this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, o fany thing of value to influence improperly the action so fan other party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or reck lessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is anarrangement between two or more parties designed to achieve an improperpurpose, including to influence improperly the actionsof anotherparty;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or in directly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, orc oncealing of evidence material to the investigation or making false statements to investigates in order to materially impede a Bank investigation in to allegations of a corrupt, fraudulent, coercive, orcollusive practice; and / orthreatening, harassing, or intimidating any party to prevent it from disclosing its knowled geofmatters relevant to the investigation or from pursuing the investigation; or

(b) actsintended to materially impede the exercise of the Bank's inspection and Audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal foraward if the Bank determines that hefirmor individual recommended foraward, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and / or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Grantee or of a recipient of any part of the proceeds of the Grant engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process,selectionand/orexecutionofthecontract inquestion, without the Grantee having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction affirm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firmor individual ineligible (i) tobe awarded or other wise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be anominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of another wise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any Grantor grant made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding / request for proposals documents and in contracts financed by a BankGrant or grant, requiring (i) bidders (applicants / proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, serviceproviders, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and / or contract execution, and to have them audited by auditors appointed by the Bank.

---

1 For the avoid ance of doubt, a sanctioned party's in eligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as anominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, inrespect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been:(i) included by the bidder inits pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Grantee.

3 Inspections in this context usually are investigative (i.e., forensic) innature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations / audits, such As evaluating the veracity of an allegation of possible Fraudand Corruption, through the appropriate mechanisms. Such activity includes butis not limited to: accessing and examining a firm's or individual's financial records and information, and making copies there of as relevant; accessing and examining any other documents, data and information (whether in hardcopy or electronic format) deemed relevant for the investigation / audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

A. Backgroundand Country Context

A 1. General Information about the Port of Beirut (POB):

The Port of Beirut (POB) is the major and busiest port in Lebanon and one of the busiest in the Eastern Mediterranean. The port is owned by Government of Lebanon and operated by Gestion et exploitation du port de Beyrouth.

POB is one of the top ten seaports in the Mediterranean Sea and serves as a gateway to the Middle East. The latitude-longitude coordinates of the port form the midpoint for three continents, Europe, Asia and Africa.

Theporthas the capacity to handle the largest mother vessels of the shipping lines and is accessible through the road network.

Beirut port won a gold prize for the Information Technology Award for the world's best Port IT solution in 2015. The port operator is preparing to invite bids the soonest for the operation, management and maintenance of the Container Terminal (CT) at the Port of Beirut (POB). Beirut port's history dates back to the 15th century and the port underwent several changes and expansions since its inception. A major expansion programme was implemented at the port, following the end of the civil war in Lebanon in 1990.

The upgrade and expansion project involved the renovation of port facilities and the construction of a new container terminal and administration buildings. It also witnessed improvements to the existing cargo area, buildings, cranes, handling equipment, quay walls and marine safety infrastructure. Spread over 1.2 million square metres, the port has a water basin area of more than one million square metres. The total length of quays is approximately 5,655m, including 1,654m dedicated for general cargo operation and 1,334m for containers operation.

The port comprises 16 berths with a total length of approximately 5,155m. It also has four basins and a 220m-long bulk quay, which is 13m deep. It has a container terminal, which commenced its operations in February 2005. The 1,100m-long Quay 16 is dedicated for containers and is served by six ship-to-shore gantry cranes and 1,840t rubber-tyred gantry cranes. The port has the capacity to accommodate 475 cars at the free zone, 160 trucks at administrative buildings gate and 140 trucks at gate number nine.

The free zone has four modern buildings. The port also accommodates three industrial buildings, which are equipped with modern features to enable the transportation of goods to any industrial warehouse in the buildings. It also accommodates a four-storey duty-free market spread over 2,800m² of space with 46 duty-free shops. Inaugurated in July 2007, a logistic free zone area receives international cargo and conducts operations such as packing and re-packing for export or import.

The annual capacity of the Container Terminal (CT) was increased from 700,000 twenty-foot equivalent units (TEU) to 1.5 million TEU in 2013, following an upgrade. The contract for the terminal expansion was awarded in July 2009.

The Quay 16 was also extended by 500m to a total length of 1,100m. The port expansion also included a multi-purpose terminal at berth 14 to handle the movement of both containers and general cargo with a storage area of approximately 140,000m².

A 500m-long, 15.5m-deep new berth was developed at the port. The annual container handling capacity was increased by approximately 200,000 TEU, while the capacity of general cargo increased by 500,000 tonnes.

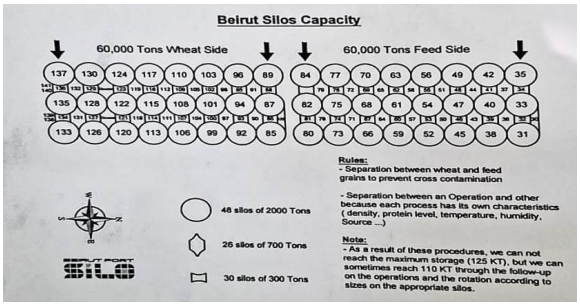
The terminal design can accommodate new patios to handle the increased movement of general cargo or containers. An additional storage area was created to improve productivity during unloading ships. The reduction in mooring time resulted in decreased shipping costs. The expansion also involved the construction of a specialized station for handling iron consignments.

A 2. Information about the Grain Silos in the Port of Beirut (POB):

The BOP Grain Silos were completed and duly commissioned at the end of 1969. The silos were originally designed to provide a total static storage capacity of 105,000 tonnes of grain. The original installation comprised the following structural units: (i) forty-two (42) cylindrical silos, each having a storage capacity of 2,000 tonnes of grain, an internal diameter of 8.50 m, a wall thickness of 0.17 m, and an approximate height of 48 m, arranged in three (3) longitudinal rows with an axial offset of 2.16 m; (ii) interlocking lozenge-shaped silos, each having a storage capacity of 700 tonnes; and (iii) interlocking rectangular silos, each having a storage capacity of 300 tonnes.

Upon completion of the rehabilitation and restoration works undertaken in 1997, six (6) additional cylindrical silos, each with a storage capacity of 2,000 tonnes and incorporating the corresponding interlocking lozenge and rectangle-shaped cells, were added to the facility. Consequently, the overall grain storage capacity of the silo complex was increased to 120,000 tonnes.

It is noted that the basic design criteria require the complete separation of storage units dedicated to wheat from those allocated to other grains, due to differences in their technical specifications and physical properties, resulting in distinct loading, unloading, and storage management requirements.



The construction was made by Czech company Průmstav, and the technological equipment was supplied by Swiss company Bühler. the construction was the result of an international competition in which nine companies took part: from Bulgaria, France, Italy, the Federal Republic of Germany, and Greece.

The Czechoslovak proposal won first place. however, within the framework of the conception of industrial facilities, and based on the competition conditions, the Czech company Průmstav cooperated with Strojexport, led by Lebanese Civil Engineer Rodolph Elias. the construction project was prepared by Danish company Kampsax and Swedishagri-consult Malmö, which also performed strict construction supervision. additionally, Engineer Jacques Nasr worked on the development of the structural design of the silos.

Today, with its sturdy concrete columns, the silos still partially stand, monumentally and

monolithically robust at ground zero**.** the east-facing cylinders could not withstand the magnitude of the shockwave and have completely collapsed. the west-facing ones, however, survived the blast against massive odds. it is therefore arguable that what remains at the site of the blast is more or less reminiscent of a monolith – in the sense of Paul Virilio's 'monolith' – a massive structure that survived an explosion, but still stands and has since become a monument.

The Beirut Port Silos, which were damaged by the blast, were previously rehabilitated with works, including sandblasting and water jetting, grinding cracks and concrete surface, installation of galvanized anchor bolts and dry mix trowel finish shotcrete.

The initial explosion may have occurred in a fireworks warehouse, while a subsequent series of much larger blasts may have come from 2,750 tons of highly explosiveammonium nitrate that had been stored for the preceding six (6) years at a depot at the port.

On the 4th of August 2020, multiple explosions occurred in the port. The explosions destroyed large parts of the port, **including its grain silos, grain elevator, and other warehouses**. The container port largely remained intact. As of August 14, the container port

was operating again starting with a capacity of around 70% to 80% approximately.

The grain silos at the port of Beirut were built to withstand high pressure caused by the weight of the grains stored in the said silos and from possible dust explosions. The said grain silos are considered to be a notable civil engineering work that was created under demanding conditions and that has achieved high recognition for its excellent quality.

B Objective of the Assignment

The government of the Republic of Lebanon decided to reconstruct Grain Silos in the Port of Beirut and in alternative site to incrementally restore the strategie and financially viable grain and weat storage capacity and reinforce the Lebanese National Food Security system. The Republic of Lebanon secured a grant from the Kuwait Fund for Arab Economic Development (KFAED) towards the Reconstruction of the Grain Silos in Port of Beirut.

The Kuwait Fund for Arab Economic Development (KFAED) approved to allocate part of the proceeds of the said Grant amounting to One Million Five Hundred Thousand United States Dollars (1,500,000 US$) to finance the Preliminary Studies involving said reconstruction of grain silos in POB (hereinafter called the "Project").

The Council for Development and Reconstruction (CDR) shall implement the Project on behalf of the Lebanese Government in coordination with the Ministry of Economy and Trade in Lebanon, and the Kuwait Fund for Arab Economic Development (KFAED).

The Services subject of this RFP consist of undertaking a Technical and Economic Feasibility Study to evaluate the available alternatives and recommend the optimum solution for the reconstruction of Main grain silo at the Port of Beirut and the establishment of Secomdary grain silos at alternative locations. Based on the approved outcome of the Study, the Services shall further include the preparation of complete tender documents for appointment of contractors to undertake the establishment of strategic reserves in the POB and decentralized silos distributed across the country to reduce the single location risk, as well preparation of the Terms of Reference (TOR) for the supervision services during the construction phase of the Project.

The objective of this Request for Proposals (RFP), as further defined in the Terms of Reference (TOR), is to undertake, as a first phase, a comprehensive Technical and Economic Feasibility Study to determine the optimum solution for the development of Lebanon's strategic grain storage infrastructure. The Study shall assess the technical, operational, economic and financial feasibility of reconstructing grain silos within the Port of Beirut (POB), establishing grain silos at one or more alternative locations throughout Lebanon, or implementing a combination of both approaches, as may be justified by the Study.

The Consultant shall evaluate the suitability of the existing grain silos site within the Port of Beirut, taking into consideration its technical condition, operational requirements, compatibility with the current Port Master Plan, economic and financial viability, environmental and social considerations, and any other relevant factors. Where appropriate, the Consultant shall also identify, assess and may recommend one or more alternative locations in other regions of Lebanon, taking into account national grain storage requirements, logistics, transport connectivity, land availability, resilience, strategic distribution needs, infrastructure requirements, and long-term operational efficiency.

The Consultant's final recommendation may therefore comprise:

- the reconstruction of grain silos at the Port of Beirut;
- the construction of grain silos at one or more alternative locations in Lebanon; or
- a combination of grain silos at the Port of Beirut and at one or more regional locations, where such a solution is demonstrated to be the most technically, operationally and economically advantageous.

The assessment and recommendation of the preferred solution shall be undertaken in close coordination with the current Port of Beirut Master Plan and in consultation with the Council for Development and Reconstruction (CDR), the Ministry of Economy and Trade, the Géstion et Exploitation du Port de Beyrouth (GEPB), and other relevant stakeholders.

The CDR shall coordinate, as necessary, with the Kuwait Fund for Arab Economic Development regarding any requirements related to the implementation of the Services.

Following the Client's approval of the recommended solution, the Consultant shall prepare the complete tender documents for the procurement of contractors to implement the approved recommended works, together with the Terms of Reference (TOR) for the procurement of consultancy services for construction supervision.

B.1 Extent and Scope of the Services

The Services subject of this RFP shall be divided into two (2) Phases:

- Phase 1 consists of undertaking a Technical and Economic Feasibility Study that develops a decentralized and intermental development approach to restoring grain storage with in the port of Beirut and in other regions (including Tripoli, Tal Amara and Saida); and
- Phase 2 (i) consists of preparation of Tender Documents for the contractors to undertake the construction Works of the Grain Silos in the Port of Beirut to enable the early commencement of construction of Package 1 concept design, Employer’s requirements, tender documents, permit file, and supervision arrangements, in addition to the provovision of advance procurement support to the client.

The extent and details of the required Scope of Services to be undertaken by the intended Consultant shall consist of the following activities and tasks and shall involve the preparation of

the deliverables indicated hereinafter.

B1.1 Scope & Extent of the Services (phase 1):

The Extent of the required Services Consists of undertaking a Technical and Economic Feasibility Study including the following stages:

A. Preparation and Submission of Grain Market Study and Data Collection Report

B. Preparation and Submission of Inception Report (including consolidation of requirements involving CDR, Ministry of Economy and Trade, KFAED, Grain Importers, Grain wholesale traders, Central Bank of Lebanon, other stakeholders)

C. Undertaking Study and Coordination of Silo Location with Master Plan of Port of Beirut and suggest any amendments to Master Plan (if necessary)

D. Undertaking Surveying and Setting-out Benchmarks in addition to conducting Survey of Remaining Existing construction and Foundation from pre-existing POB grain silos and Report.

E. Undertaking Structural and Geotechnical Engineering Assessment of Remaining Existing construction and Foundation of Pre-existing Silos and Structural / Geotechnical & Structure Recommendation Report; where the reqiuirement of the detailed "Bills of Quantities" of this assignement shall constitute the reference document for this services.

F. Formulating a Business Model Study and Options for Construction of management and operation of POB reconstructed silos

G. Preparation of a Financial Feasibility Analysis and Report

H. Preparation of Presentation and attendance of a workshop for discussion the findings and initial recommendations with CDR

I. Preparation and Submission of a Final Technical and Economic Feasibility Study Report.

B1.1.1 Detailed Scope of the Services (Phase I):

The detailed Scope of Services for every aspect shall include a wider assessment with an immediate POB impkementation as per the following:

- **Preparation and Submission of Grain Market Study and Data Collection Report**

The Consultant shall establish a precise view of the reliable recent past information about demand for grain and use of silos as well as the destination and lines of business transport, shipment, trans-shipment, and transit as may be applicable.

The Consultant shall also determine precisely the present and the future potential effective demand for grain market in Lebanon and in any associated other geography which may be determined to be part of the lines of business involving grains storage in the destructed silos at the Port of Beirut (POB). Particularly, the Consultant shall determine and report the following:

i. The potential size of the grain market and associated demand in Lebanon and other relevant geographies.

The Consultant may take into consideration, the previously developed proposals and scenarios concerning the capacity and storage volume of the Beirut silos, which have

been estimated at 235,000 tons (including the strategic grain reserve) as the projected long-term storage requirement up to the year 2060**.**

However, the final storage capacity and overall volume of the new silo facility shall be determined based on the findings and recommendations of Phase 1 of the assignment, taking into account the demand for grain market, available site area, technical and operational requirements, and the decision of the Lebanese Authorities regarding the country's operational and strategic grain reserve needs.

However, the final capacity, layout, and configuration shall remain subject to the outcomes of the final report of the phases I, the availability of suitable land and Silos build Volume, and the preferences and assessment of the Lebanese authorities regarding operational requirements and strategic storage needs.

ii. Description of the industry associated with grain market in the above mentioned geographical domain, involving indication of the main market players and size of corresponding revenues, costs, expenditures, financing, and cashflows.

iii. The market segmentation in relation to type of grains and associated industry and demand in order to formulate a business model which can be associated with the use of Government for said silos facilities.

iv. The key barriers and constraints identified by local stakeholders to accessing related services including competition;

v. The key opportunities, advantage, and/or barriers and constraints for the Project of reconstruction of POB grain silos (if applicable)

vi. Anticipated future market and potential demand projections.

vii. Where justified by the findings of the Study, the Consultant should should assess and propose a phased implementation strategy, allowing the construction of the silo facilities to be implemented in successive stages or packages, in accordance with the availability of funding, while ensuring that each phase is fully operational and compatible with the ultimate planned development. However, the final capacity, layout, and configuration shall remain subject to the outcomes of the final report of the phases I, the availability of suitable land and Silos build Volume, and the preferences and assessment of the Lebanese authorities regarding operational requirements and strategic storage needs.

The Consultant shall consolidate, prepare and submit to CDR a detailed "Grain Market Study and Data Collection Report" for CDR's review, comments, and approval. Review/comment and approval period by CDR shall not exceed the review period stated in the Conditions of Contract making part of the RFP.

- **Preparation and Submission of Inception Report (including consolidation of requirements:**

The Consultant shall prepare and submit an inception report involving the criteria, parameters, references, standards, codes, methodology, approach, and detailed tasks and activities with refined timeline for progressing the required Techno-Economic Study.

The Consultant shall include in the inception report the consolidated requirements (Client's and Stakeholders' Requirements) including those received and collected from CDR, Ministry of Economy and Trade, KFAED, GEPB, Grain Importers, Grain wholesale traders, Central

Bank of Lebanon, and other stakeholders as may be applicable.

- **Undertaking Study and Coordination of Silo Location with Master Plan of Port of Beirut and suggest any amendments to Master Plan (if necessary):**

In coordination with GEPB for the POB master plan, the Consultant shall undertake a detailed study of the present location of the existing silos from technical, economic, financial, and operational perspectives including for consideration pertaining to social, cultural, and environmental perspective including for undertaking an Environmental Impact Assessment Report (EIA) considering at present the advantages and disadvantages of the location of POB grain silos.

The Consultant shall study the latest master plan available with GEPB for the development of Port of Beirut in order to ensure that the reconstruction of the grain silos at the present location shall not hinder the benefits which can be achieved with the development of POB according to a new master plan development.

If the present location is not proven to be efficient from master planning consideration and perspective, then the Consultant is required to submit a modification of the POB master plan restricted to the needed modifications to be carried out for relocating the grain silos in a way to increase the efficiency and success factors aimed for achievement with the development master plan for POB.

The Consultant shall submit with his relocation proposals, the necessary drawings and documents in addition to a revised general Master Plan indicating the proposed relocation of silos and including all necessary supporting documents, and reports proving the increase of efficiency associated with the Consultant proposed modifications.

- **Undertaking Surveying and Setting-out Benchmarks in addition to conducting Survey of Remaining Existing Construction and Foundation from pre-existing POB grain silos and Report**

Undertaking Structural and Geotechnical Engineering Assessment of Remaining Existing construction and Foundation of Pre-existing Silos and Structural / Geotechnical Recommendation Report.

The Consultant shall undertake a technical assessment survey for the existing destructed and damaged silos with focus on the Remaining Existing construction and Foundation of the silos to determine whether such existing structure and foundation remain useful for the reconstruction of the intended silos or if same should be demolished totally or partially and carted away from the Site of POB.

Particularly, the Consultant shall submit, prior to start of required surveys, a preliminary report detailing the tests and desk study that shall be conducted by the Consultant in order to progress and complete successfully the required survey. The surveys required to be carried out by the Consultant shall include following:

A. Setting-out surveying points and benchmarks for the location of existing destructed silos including establishment of a digital 3D Model for the existing destructed structure with 3D drone images and videos illustrating the various and minute details of the destructed and damaged structure.

B. Undertaking Geotechnical Foundation assessment including undertaking a soil investigation and test pits as required to check and determine the various soil parameters

useful in conducting foundation verification calculations.

C. Undertaking detailed destructive and non-destructive concrete structures testing program to verify the status of existing foundation following the explosion and to assess and evaluate the soundness, strength, and integrity of the said foundation and reporting suitability/non-suitability of same in any potential reconstruction plan which may be made at same present silos location.

D. Performing Design Calculation Checking to determine through desk study to assess soundness of the existing foundation.

E. Submission of Technical Assessment Report including detailed site and laboratory collected data and pertinent logs, analysis, recommendation, and conclusion. The Said final report shall involve particularly any useful technical recommendations for consideration and implementation throughout Phase 2 of the Project involving (any required detailed design for completion) and preparation of Tender Documents for procurement of silos reconstruction works under EPC Construction Methodology as required by the Grantor in its decision for providing the Grant to the Lebanese Government represented by CDR.

Throughout this task the Consultant is required to involve only qualified, experienced and pre-approved third party testing/laboratory sub-contractors for soil and concrete structures.

- **Formulating a Business Model Study and Options for Construction of management and operation of POB reconstructed silos**

The Consultant shall make a Business Model Study for the proposed Project based on the collected data consolidated in the Data Collection Report including study of the Grain Market Demand and business models involving grains. A business case for a project is aimed at assisting the Government to:

A. Assess strategic fit, by defining the market need, formulating the present applicable business model, suggesting improvement and/or formulating new business model with reasonable possibility of implementation to increase efficiency and/or reduce time, costs, and expenses, secure lower price for local population, and assuring alignment with government objectives.

B. Analyze various options on how to achieve to secure and maintain the needed and projected grain market demand (including procurementoptions).

C. Validate and confirm and/or refine the formulated initial business model including undertaking detailed evaluation of present and potential projected future: costs, expenses, benefits, advantages and disadvantages, risksand opportunities associated with the final formulated and recommended business model concerning grain market and storage capacity involving the strategic national food security and reserve in Lebanon.

D. Submit a detailed report concerning the various stages of formulation of the Business Model including pertinent data, analysis, and recommendations.

- **Preparation of an Economic Financial Feasibility Analysis and Report**

The Consultant shall make use of the Collected Data involving Market Demand Study and the formulation of the Business Model involving grain market to carry out a detailed Financial Feasibility Analysis and submit the relevant detailed report indicating in what way the Business Model for grain silos is feasible from Government and market perspective with a focus on private participation/implementation options independently of other considerations such as constraints related to National Food Security and Reserve requirements.

The Feasibility study report shall include at least, but without any limitation of Consultant's consideration and responsibility of carrying a proper feasibility study, the following components:

1. Executive Summary;
2. Introduction;
3. Project Background;
4. Methodology to the Feasibility Study;
5. Parameters and Assumptions
6. Market Analysis;
7. Definition of Business Model and Options Analysis;
8. Identification of Risks;

E. Stakeholder Requirements and Analysis;
F. Project Due Diligence (Contractual and Legal Considerations);
G. Financial and Economic Feasibility Calculations
H. Financial and Economic Feasibility Analysis and Recommendations
I. Conclusions/Notes (as applicable)

- **Preparation of Presentation and attendance of a workshop for discussion the findings and initial recommendations with CDR.**
- **Preparation and Submission of a Final Techno-Economic Report, Risks, and Recommendations**

B1.2 Scope & Extent of the Services (phase 2):

The Extent of the required Services Consists of preparation of Tender Documents for the contractors to undertake the Construction Works and the Preparation of of the "Term of Reference" for the supervision services during the construction phase of the Project.

The Consultant shall undertake the design of the new silo facilities, taking due account of the structurally sound and stable portions of the existing silo structures that are intended to be retained. The design shall provide for the harmonious integration of the preserved elements with the new construction, while respecting their historical and memorial significance.

The Consultant shall develop an architectural solution that achieves functional, structural, and aesthetic coherence, resulting in a facility of high architectural quality and distinctive visual identity. The Consultant is required to deliver Concept Design, Preliminary Design, Detailed Design, and Tender Documents, each with clearly defined deliverables and review stages. The design scope should be comprehensive and cover all engineering, operational, safety, and environmental aspects, including the following:

B.1.2.1 Silo Structural Design

* Selection of silo type (reinforced concrete, steel, hybrid), Structural design of silo cells and supporting structures.
* Design for static and dynamic loads, Wind load analysis, Seismic design in accordance with applicable codes.
* Blast resistance considerations where required.
* Durability and corrosion protection measures.

B.1.2.2 Foundation Design:

Foundation system selection, Settlement analysis & Bearing capacity verification.

b.1.2.4 Grain Handling System Design

* Receiving pits and unloading facilities.
* Bucket elevators, Chain and belt conveyors, Distribution conveyors & Reclaim systems.
* Loading facilities for trucks, railcars, or ships.
* Dust collection systems.

B.1.2.5 Mechanical Systems:

*Aeration &Ventilation systems & Temperature monitoring systems.
*Grain level measurement systems.
* Fumigation systems.
* Mechanical equipment specifications.

B.1.2.6 Electrical and Control Systems

* Power supply and distribution, Emergency power requirements.
* Instrumentation and control systems.
* SCADA and automation systems.
* Communication systems.
*Lighting systems, Earthing and lightning protection.

B.1.2.7 Fire and Life Safety Design

* Fire detection & Fire suppression systems.
* Explosion venting and protection.
* Emergency evacuation provisions.
* Occupational safety measures.
* Compliance with applicable fire codes and grain handling safety standards.

B.2.2 Environmental and Health Requirements

*Dust emission control, Noise mitigation measures, Waste management requirements.
* Environmental impact mitigation, Occupational health and safety requirements.

B.2.3 BIM and Digital Design

* Building Information Modelling (BIM)& Asset management integration & Digital operation and maintenance database.

B.2.4 Preparation of Tender Documents

*Technical specifications, Bills of Quantities, Drawings, Design reports and calculations.
* Construction methodology requirements& Testing and commissioning procedures.
* Estimation cost of the construction of the Project.

B.2.5 Applicable Design Standards

The consultant should identify and apply the latest editions of relevant standards, including: Eurocode (structural and seismic design), ACI standards, NFPA standards for grain handling and fire protection & ISO standards.
Also Relevant Lebanese regulations and any specific requirements of the Kuwait Fund for Arab Economic Development).

C.1 Permits, Bureau de Contrôle

The Consultant shall be responsible for the preparation, submission, and follow-up of all permit and approval dossiers required by the competent authorities and professional bodies. The Consultant shall liaise with and obtain the necessary approvals from the relevant authorities, including the Order of Engineers and Architects.

The Consultant shall engage, subject to the Client's prior approval, a recognized and duly **accredited *Bureau de Contrôle*** to review and certify the design documents. The Consultant shall coordinate all review activities, address comments raised during the review process, and secure all certificates and approvals required for the execution of the Project.

All costs associated with the preparation of permit files, coordination with authorities, and engagement of the approved *Bureau de Contrôle* shall be deemed included in the Consultant's Contract Price unless otherwise specified in the Contract. However, official fees, charges and contributions payable directly in the name of the Client/Owner to public authorities, as Municipality of Beirut, the Order of Engineers and Architects, and any similar statutory bodies, shall be excluded from the Consultant's Contract Price and shall be borne and paid directly by the Client/Owner.

D.1.1 Key Expert Requirements:

The Consultant shall assign adequate staff to undertake the required technical and economic feasibility study and shall engage, at minimum, the Key Experts as indicated in Form Tech-6 with the applicable minimum contribution duration incorporated in said Form Tech-6.

All experts shall satisfy the evaluation criteria and scoring required for each of the Key Positions as indicated in the Data Sheet.

All proposed Key Staff shall have a minimum of fifteen (15) years of general professional experience in their respective fields, including at least eight (8) years of proven experience performing the duties of the proposed Key Staff position or an equivalent position

D.1.2 Non-Key Staff Requirements: and

The Consultant should propose the non-key experts that he deemed required to complement the team of key experts indicated above in order to carry out the assignment. The Consultant is to propose a breakdown of non-key staff to be submitted with the technical proposal. Non-Key staff include, but not limited to, IT experts, data collector, office manager, translators, as well as administrative staff. However, only key staff will be evaluated.

E.1. Duration of Services

Within three (5) days from the date of Contract signature, and prior to commencing the Services, the Consultant shall submit for the Client's approval a detailed Work Programme (Implementation Schedule) for carrying out the the whole Services and preparing all required Deliverables. The Work Programme shall demonstrate completion of all Services within a maximum overall implementation period of Twenty four weeks (24) from the date of Note of Commence (NOC).

The above implementation period shall exclude the time required for the Client's review and approval, as well as the review and approval of other relevant authorities and entities. Such review periods shall be governed by the provisions of the Conditions of Contract forming part of the RFP and shall not be counted against the Consultant's contractual implementation period. In view of the task to be achieve, it is anticipated that staff input will be around 60 Key and

non-Key staff months as per Table in Form Tech – 5 above. The Consultant should indicate in the inception report the non-Key staff months as per their proposed methodology responding to the Scope of Services and Deliverables.

All reports, documents, studies, test results, drawings, maps, meeting minutes, and all other materials and deliverables produced under the Project shall be submitted to the Client in two (2) duly signed hard copies and one (1) electronic copy.

F.1 Delay Damages and Penalities

If the Consultant fails to achieve any contractual milestone or submit any required deliverable within the prescribed period, the Client may apply liquidated damages at the rate of [1%] of the Contract Price per day of delay until the relevant milestone or deliverable is completed and accepted by the Client, subject to a maximum cumulative amount of [10%] of the Contract Price.

The payment of liquidated damages shall not relieve the Consultant from its obligation to complete the Services and fulfill all contractual obligations.

SPECIMEN JOINT VENTURE AGREEMENT

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

SPECIMEN
JOINT VENTURE AGREEMENT

This agreement is made the ___day of _____ 202_, by and between:

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

and

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

The first and the second party together are hereinafter referred to as "the Parties'.

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

_____

_____ (hereinafter called "the Project")

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

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

1 ESTABLISHMENT OF THE JOINT VENTURE

The Parties hereby agree to constitute themselves as a Joint Venture under the name of _____ ,hereinafter called "the Joint Venture".

The Joint Venture shall have its offices at the following address:

_____

_____

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

2 LIABILITY

2.1 Notwithstanding any other conditions contained in this joint venture agreement or in any other agreement between the Parties, each of the Parties hereby commits itself to be jointly and severally liable towards the CDR as well as towards any and all CO-contractors and/or subcontractors for the proper

execution of all obligations of the Joint Venture in relation to the Contract to be signed with the CDR for the execution of the Project.

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

3 REPRESENTATION

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

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

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

4 REVENUE DISTRIBUTION

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

First Party	_____ %
Second Party	_____ %
----------	_____ %

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

5 EXCLUSIVITY

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

6 OBLIGATION TO TENDER

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

7 DURATION

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

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

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

8 RIGHTS OF CDR

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

9 SETTLEMENT OF DISPUTES

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

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

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

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

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

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

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

FOR AND ON BEHALF OF	**FOR AND ON BEHALF OF**
FIRST PARTY	**SECOND PARTY**
…….	
NAME:	**NAME:**
TITLE:	**TITLE:**
SIGNATURE:	**SIGNATURE:**
STAMP:	**STAMP:**