

Request for Proposal (RFP) -  
Geometric survey and general conservation state  
visual analysis of the “Municipality of Tripoli”  
and “Rashid Karami Municipal Cultural Center”

as part of the

**BEEP – “BIM for Energy Efficiency in the Public  
sector” Project**

The enclosed document is prepared by the Lebanese Center for Energy Conservation (LCEC).  
LCEC reserves the right to request additional information to be added to this RFP.

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## 1. Introduction

### A. Purpose

1. The objective of this Request for Proposal (RFP) is to select one bidder to perform a geometric survey and a general conservation state analysis on two Case Study buildings - **Municipality of Tripoli** and the **Rashid Karami Municipal Cultural Center** - both located in Tripoli.
2. The winning bidder will provide a georeferenced geometric survey with topographical information of the exterior and interior of the Case Study buildings, as per the Technical Specifications available in the Annex.
3. The winning bidder will provide a visual detection and mapping of the materials and the various alteration and decay patterns found on the exposed surfaces (external and internal), with elaboration of technical sheets, as per the Technical Specifications available in the Annex.
4. The RFP is designed to provide interested bidders with sufficient information to submit bids that meet the minimum requirements, but it is not intended to limit a bid's content or to exclude any relevant or essential data. Bidders are encouraged to expand upon the specifications to further highlight their service capability as it relates to this RFP.
5. All information included in all the pages of this document and its Annex is an integral part of this RFP.

### B. Background Information

6. ENI CBC Med is the largest Cross-Border Cooperation (CBC) initiative implemented by the European Union (EU) under the European Neighbourhood Instrument (ENI). Through calls for proposals, ENI CBC Med finances cooperation projects for a more competitive, innovative, inclusive, and sustainable Mediterranean area.
7. The Programme has a budget of € 209 million for the 2014-2020 period and the Managing Authority (MA) is the Autonomous Region of Sardinia in Italy.
8. Some of the main challenges addressed by projects selected for funding in the framework of the Programme are the creation of innovative start-ups, the development of Mediterranean-wide economic value chains, diversification of tourism, technological transfer, the inclusion of women in the labour market, better management of waste, water and coastal areas, and the improvement of energy efficiency in public buildings.



**BEEP**

9. Buildings are responsible for 36% of global final energy consumption and nearly 40% of total direct and indirect CO<sub>2</sub> emissions. In such a challenging situation, renovating and making Mediterranean buildings smarter is of utmost importance to reduce the corresponding carbon footprint.
10. BIM for Energy Efficiency in Public sector (BEEP) project, financed by the EU through the ENI CBC Med programme, aims at strengthening the use of Building Information Modelling (BIM) - a process supported by various tools and technologies involving the generation and management of digital representations of physical and functional characteristics of places - to enhance energy efficiency in buildings. The testing of this emerging technology on built heritage will be performed to demonstrate its scalability to the entire building stock.
11. The project will provide public administrations with a powerful method for the energy rehabilitation of public buildings to be supported with private funds through the Energy Performance Contracting.
12. The project's main outcome will be an innovative methodology based on the integration of emerging technologies tested on heritage public buildings. The results will streamline the sustainable rehabilitation process and start a virtuous circle where the money saved by public administrations in managing public assets will be used to multiply the interventions on the existing building stock.
13. BEEP pilot actions will contribute to an open, competitive digital market for construction and will encourage wider collaboration between the public and private sectors for further collective action.
14. The project will facilitate the wider introduction of Building Information Modelling in the public sector as a strategic enabler and the adoption of an aligned framework for its introduction into the built environment and construction sector. This alignment will accelerate growth and support competitiveness of the construction sector, especially in SMEs.
15. The project implementation period is 36 months (starting date 1/09/2019 – ending date 1/09/2022).
16. For more information, please refer to the following website:  
<http://www.enicbcmed.eu/projects/beep>
17. The Lebanese Center for Energy Conservation (LCEC) is the Lebanese partner in the project.



18. LCEC is an independent organization within the Ministry of Energy and Water in Lebanon. It is a technical point of reference specialized in renewable energy and energy efficiency.
19. LCEC works on setting national strategies and action plans to be adopted by the Lebanese Government and on the implementation and quality control of national projects and initiatives in the country. LCEC is also involved in the update and development of the legal and administrative framework needed for the greening of the energy sector.
20. For more information please refer to the following website:  
<http://lcec.org.lb/en/LCEC>

### **C. Bid Overview**

21. BEEP project aims to enhance the capacity of public local administrations to design, and realize innovative energy rehabilitation interventions on existing public buildings, by the mean of a multidisciplinary and integrated “Information and communications technology” (ICT) tool (BIM and performance-based design: EE-Heritage Building Information Modelling (HBIM) approach).
22. The testing of this emerging technology on built heritage will be performed to demonstrate its scalability to the entire building stock. The project will provide public administrations with a powerful method for the energy rehabilitation of public buildings to be supported with private funds through the Energy Performance Contracting.
23. The HBIM model should integrate all types of information on the building, including geometric and diagnostic data collected within this tender. Moreover, the HBIM model will be used as a basis to develop and test the performance of energy renovation scenarios.
24. More information are provided in the following sections and Technical Specifications.



## 2. Administrative Information

### A. Tender Timeline

25. The following dates are set forth for informational and planning purposes; however, LCEC reserves the right to change the dates.

<b>RFP Issuance Date</b>	07 July, 2020
<b>Questions Due Date</b>	20 July, 2020
<b>LCEC Response Issuance Date</b>	27 July, 2020
<b>Closing Date for Receipt of Bid Proposals</b>	03 August, 2020
<b>Announcement Date of Winning Bidder</b>	17 August, 2020
<b>Contract Signature Date</b>	24 August, 2020
<b>Deliverables Deadline</b>	24 September, 2020

### B. Clarification Process

26. From the issue date of this RFP until announcement of the winning bidder, bidders may contact LCEC **ONLY by email** to: [energy@lcec.org.lb](mailto:energy@lcec.org.lb) in case of questions, comments, or suggestions. Oral questions will not be permitted.
27. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.
28. Written responses to questions, requests for clarifications, or suggestions will be sent on or before the LCEC Response Issuance Date listed in the Tender Timeline.
29. Responses will only pertain to questions, requests for clarifications, or suggestions received by the LCEC on or before the Questions Due Date listed in the Tender Timeline. Questions, requests for clarifications, or suggestions received by the LCEC after the Questions Due Date as listed in the Tender Timeline will remain unanswered.
30. LCEC will share a list of questions and answers with all bidders.
31. LCEC assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.



### **C. Amendment to the RFP and Withdrawal of Bid Proposal**

32. LCEC may, at its discretion, ask any bidder for a clarification of its proposal which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing. If a bidder does not provide clarifications of the information requested by the date and time set in the request for clarification, its proposal may be rejected.
33. Should any company interested in submitting a proposal fail to provide its contact details to the LCEC, the LCEC shall not be responsible if such company fails to receive any updates to this document or clarifications relating thereto.
34. The bidder may withdraw its bid proposal prior to the closing date for receipt of bid proposals by submitting a written request to withdraw to LCEC. Electronic mail and faxed requests to withdraw will not be accepted. The bidder's withdrawal notice shall be prepared, sealed, marked, and sent by hand or fax but followed by a signed confirmation copy.

### **D. Submission of Bid Proposals and Validity Period**

35. The deadline for the submission of proposals is the Closing Date for Receipt of Bid Proposals as mentioned in the Tender Timeline.
36. All proposals received after the mentioned date and time will be rejected and returned unopened to the bidder.
37. LCEC may, at its discretion, extend the deadline for the submission of proposals, in which case all rights and obligations of LCEC and the applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
38. Proposals must be delivered to the LCEC offices at the following address: Ministry of Energy and Water (MEW), Corniche du Fleuve, 1<sup>st</sup> Floor, Room 303.
39. The period of validity of proposal is 180 days and it starts on the Closing Date for Receipt of Bid Proposals.
40. In exceptional circumstances, LCEC may request the winning bidder to extend the validity of the proposal and quotation beyond what has been initially indicated in this RFP.



### **E. Bid Proposal Opening**

41. LCEC will open bid proposals after the Closing Date for Receipt of Bid Proposals as specified in this RFP.
42. The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the LCEC has announced a notice of intent to award a contract.

### **F. Costs of Preparing the Bid Proposal**

43. The costs of preparation and delivery of the bid proposal are solely the responsibility of the bidder.

### **G. Reservation of Rights**

44. At any time prior to the deadline for submission of proposals, LCEC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder:
  - Modify or withdraw from the RFP, or modify the provisions contained in the RFP, for any reason;
  - Select zero, one, or multiple bid proposal(s) in response to this RFP in order to enter into negotiations or execute an agreement;
  - Award contract to bidder(s) based on some or all criteria in this RFP, or additional criteria not specified in this RFP, or post-bid negotiations;
  - Waive any material or immaterial non-conformity in any bid received
  - Reject parts of bid or entire bid for any reason;
  - LCEC shall have no obligation to provide a reason for rejecting a bid;
  - Issuance of this RFP in no way constitutes a commitment by LCEC to award a contract.

### **H. Verification of Bid Proposal Contents and Reference Checks**

45. The contents of a bid proposal submitted by a bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification.
46. LCEC reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the





bidder's qualifications and the qualifications of any subcontractor identified in the bid proposal.

47. LCEC reserves the right to obtain and take into consideration additional information from other sources concerning a bidder, such as the bidder's capability and performance under other contracts.

### **I. Disposition of Bid Proposals**

48. All bid proposals become the property of LCEC and shall not be returned to the bidder.



### **3. Format and Content of Bid Proposals**

#### **A. Introduction**

49. These instructions prescribe the format and content of the bid proposal and are designed to facilitate the submission of a bid proposal that is easy to understand and evaluate.
50. Failure to adhere to the proposal format shall result in the disqualification of the bid proposal.

#### **B. Instructions**

51. The bid proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Financial Proposal.
52. The Technical Proposal and the Financial Proposal shall be placed in separate envelopes.
53. The two (2) envelopes must be sealed. If any of the envelopes is not sealed and marked as required, LCEC will assume no responsibility for the misplacement of the proposal or its premature opening.
54. The entire bid proposal shall be sealed in another envelope (or a box if necessary to accommodate the size of the bid proposal).
55. If the Technical Proposal is in multiple volumes, the volumes shall be numbered in the following fashion: 1 of 3, 2 of 3, etc.
56. The envelopes shall be labeled with the following information:
  - RFP Title
  - Lebanese Center for Energy Conservation (LCEC), Ministry of Energy and Water (MEW), Corniche du Fleuve, 1st Floor, Room 303, Beirut- Lebanon, phone: 00961 1 569101
  - Bidder's Name, Address, email, and Telephone Number
57. The bidder shall prepare one (1) copy of the bid proposal. The bid proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.
58. The latter authorization shall be indicated by written power-of-attorney (legalized and notarized) accompanying the proposal.
59. The bid proposal, as well as all correspondence and documents relating to the RFP shall be written in the English language. Supporting documents and printed literature



that are part of the application may be in another language, provided they are accompanied by an accurate official translation of the relevant passages into the English language, in which case, for purposes of interpretation of the application, the translation shall govern.

60. Official legal documents provided in the Arabic language are exempted from the translation requirements of clause 59.
61. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.
62. The bidder shall submit a CD containing a digital copy of the entire proposal (except the financial offer) as one or multiple searchable documents in PDF format. The CD must be clearly marked to indicate the name of the bidder and the RFP.
63. Evaluators will read printed copy of the proposal. All evaluators may not have access to the internet, therefore it is recommended not to include URLs, hyperlinks or other forms of internet-based content in the proposal.

### **C. Technical Proposal**

64. All required documents in the bid proposal must be signed by a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney(notarized and legalized) accompanying the proposal.
65. The power of attorney (legalized and notarized) should be provided, signed, and stamped. The power of attorney should authorize the person signing the forms and bid proposal to act as a representative on behalf of the bidder.
66. Only necessary documents must be provided. Irrelevant datasheets, products certificates and other documents will negatively affect the proposals.
67. In the evidence of proof documents, the Consultant should highlight all relevant numbers stated in the Forms, for a less time consuming evaluation of the bids.
68. The technical proposal must be prepared and organized as per the order of documents provided below:
  - a. Section 1: The forms 1 to 10 with all supporting documents. The forms provided in Annex should be completed, signed, stamped, and submitted with all



supporting documents. Any alternate form/text in any of the forms, would result in the disqualification of the bid proposal.

- i. Form 1: Letter of Commitment to this RFP
  - ii. Form 2: Letter of Application, the bidding company shall submit all the required documentation related to the company eligibility including the commercial registration (or equal) and it should be signed and stamped.
  - iii. Form 3: Joint Venture (JV) Agreement
  - iv. Form 4: Applicant Information Form
  - v. Form 5: Sub-Contractor Information Form
  - vi. Form 6: Previous Experience and Competence
  - vii. Form 7: Financial Situation and Performance
  - viii. Form 8: Team Composition and Tasks Assignment
  - ix. Form 9: Experience of Team Leader
  - x. Form 10: Experience of Team Members
- b. Section 2: Design and Specifications
- i. Overview
  - ii. Detailed hardware and software description (survey equipment, cameras, etc. to be used), as per the Technical Specifications in the Annex
  - iii. Comprehensive and detailed description of the method proposed for providing survey and analysis control. Additionally, any proposed alternative survey and analysis methods and their performance
  - iv. Proposed output device, resolution and media
  - v. Training plan on the operability of the model.
- c. Section 3: Clear detailed list of proposed activities and the duration needed for their implementation proposed by the bidder. The list of proposed activities shall be included without any pricing, as per the Proposed Timeline table in Form 8
69. All of the three (3) sections must be referred to by an indexed file separator.
70. The Training plan mentioned in Section 2 shall consist of a three-day programme, during which the Consultant will train an LCEC-delegated team on how to use basic functions in order to operate the delivered models.



#### **D. Financial Proposal**

71. The financial offer should be submitted in a separate sealed envelope. The financial offer is the same form submitted in section 3, but with pricing.
72. The financial offer must be submitted in Euro and exclusive of VAT and other applicable indirect taxes.
73. The bidders must quote the prices for all services referred to in their submitted solution.
74. For each Case Study, the price of the contract is a lump sum. The bidder's total remuneration shall be a fixed lump-sum including all staff costs, subcontractor's (if any) costs, software, tools, printing, communications, travel, accommodation, and the like, and all other costs incurred by the bidder in carrying out the services.
75. At any time during the validity of the financial offer, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by LCEC after it has received the financial offer.



## 4. Evaluation of Bid Proposal

### A. Introduction

76. This section describes the evaluation process that will be used to determine the winning bidder.
77. The proposals shall be reviewed based on the following:
- Completeness and compliance of the proposal with the minimum specifications described in this RFP and addendums.
  - Technical responsiveness and full compliance to requirements and best price.
78. A four-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.
79. The proposal will undergo a four-stage evaluation:
- Stage 1: Administrative and Technical Qualification (Pass/Fail);
  - Stage 2: Capability and Technical scoring;
  - Stage 3: Financial Offer Comparison;
  - Stage 4: Negotiation
80. Stage 1 evaluation will be based on the compliance with all terms of this document. The evaluation committee will reject proposals that do not meet all the qualification criteria stated in section B below.
81. All proposals that pass stage 1 evaluation will be scored in stage 2 based on the capability and technical scoring. At this stage, the financial proposal will not be opened. Companies that score 650 or higher out of a score of 1000 (technical score,  $S_t$ ) will be chosen to move to stage 3.
82. In stage 3, the financial proposal of the bidders selected in stage 2 will be opened and subsequently compared.
83. The formula for determining the financial scores is the following:
- $$S_f = 1000 \times F_m/F,$$
- in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  is the price of the proposal under consideration.
84. The Total Score for each proposal will be calculated independently by formula:
- $$TS = S_t \times 0.60 + S_f \times 0.40$$
- $TS$  - is the total score of the proposal under consideration;  
 $S_t$  - is technical score of the proposal under consideration;



Sf - is financial score of the proposal under consideration

85. The bidder with the highest Total Score (TS) will be selected to proceed to signing of the contract.
86. The evaluation committee to be assigned by the LCEC will use the mentioned scoring method. It reserves the right to change, modify or enhance the evaluation criteria and the scoring method. Full scores will be given only if all the requested information is provided.
87. The evaluation committee reserves the right to disqualify bidders that provide conflicting, contradictory, implausible (technical data or calculation) or in any other way misleading information.
88. The LCEC reserves the right to negotiate the proposed financial offer with the selected bidder before signing the contract if there are some ambiguities in the proposal which need to be clarified or in case if there are some changes in the scope of work.
89. In case the winning bidder does not sign the contract within 30 days of the announcement of the award, then the LCEC reserves the right to disqualify the winning bidder and choose the next bidder. The disqualified bidder will forfeit the bid deposit.

#### **B. Stage 1: Administrative and Technical Qualification (PASS/FAIL)**

90. All bids must meet all the following qualification criteria (items 91 to 110 below). Compliance with all the qualification criteria is mandatory. If any one of all the requested mandatory qualification criteria (and sub-criteria) is not met by the bid, then the whole bid will be rejected (PASS/FAIL).
91. The proposal must clearly include five (5) sub-sections: the official and administrative signed papers, the management and resource plan, the team composition and tasks assignment, the proposed methodology section, and a detailed list of milestones including project activities.
92. All forms mentioned in Annex II should be clearly filled, signed, and stamped.
93. The forms submitted by the bidder shall be in conformance with the provided sample forms (Form 1 to Form 10). Any alternate form/text in any of the forms would result in the rejection of the bid.



94. All documents shall be signed and stamped by an authorized person.
95. The signed application form should be clearly filled, signed, and stamped.
96. The joint venture agreement (if needed) should be clearly filled, signed, and stamped.
97. The power of attorney (legalized and notarized) should be provided, signed, and stamped. The power of attorney should authorize the person signing the application form or each of the persons signing the joint venture agreement (when applicable) to act as a representative (or representatives) on behalf of the bidder (or joint venture members) to submit the proposal.
98. The bidder's commercial registration (or equal) should be provided, signed, and stamped.
99. The proposal bid must include a clear detailed list of milestones including project activities. The list of milestones including project activities shall be included in the technical proposal without any pricing.
100. General company eligibility: the bidding consortium (bidding company and its joint venture partners) shall fill all the requirements in the Applicant(s) Information Form, and submit all the required documentation related to eligibility.
101. Year of incorporation: : the bidder's (or, in case of a joint venture, at least one of the joint venture members) company shall be registered no later than January 2016.
102. The Applicant and its parties shall provide copies of financial statements for the last 3 years. The financial statements shall: (a) reflect the financial situation of the Applicant (or parent) or in case of JV each of the members, (b) be independently audited or certified in accordance with local legislation, (c) be complete, including all notes to the financial statements, (d) correspond to accounting periods already completed and audited.
103. Financial capability: the bidder (or, in case of a joint venture, at least one of the joint venture members) shall have an average total revenue (turnover) of at least 30,000 Euro (considering the years 2019, 2018, and 2017).
104. Past performance: the bidder (or, in case of a joint venture, at least one of the joint venture members) shall have at least 5 years of experience in the design, supply, and analysis of similar projects.
105. Team leader: the team leader must have at least 15 years of experience in the design, supply, and analysis of similar projects. The CV of the team leader must be attached separately.





106. In addition to the team leader, the bidder shall have a professional and qualified team, including but not limited to a senior architect and a surveyor. The CVs of the team members must be attached separately.
107. Project completion date: the completion date for the project must not exceed 1 month following contract signature.
108. The proposed methodology section should include the following minimum information:
- Timeline/project schedule;
  - Organizational chart the company and for each company in case of a JV;
  - Organizational chart for the joint venture (if applicable);
  - Detailed description of the activities to be made; and
  - Detailed description of steps to be taken to complete the activities;
109. The LCEC reserves the right to add, modify, or delete criteria to or from this qualification list for any reason at its own discretion.
110. LCEC shall disqualify proposals for any one of the below reasons.
- The bidder profile does not meet all the eligibility criteria.
  - The bidder fails to deliver the bid proposal by the due date and time.
  - The bidder fails to deliver the financial proposal in a separate envelope.
  - The bidder fails to include information necessary to substantiate that it will be able to meet the project requirements. A response of "will comply" or merely repeating the requirement is not sufficient.
  - The bidder fails to respond to the LCEC request for information, documents, or references.
  - The bidder fails to abide by the requirements of the sections of this RFP including the Technical Specifications.
  - The bidder fails to include any form, signature, authorization, stipulation, disclosure or guarantee requested in the sections of this RFP.
  - The bidder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
  - Bidder fails to submit one offer based on design, supply, and analysis of similar projects .
  - The bidder provides misleading or inaccurate responses.



- k. The bidder provides conflicting, contradictory, implausible (technical data or models) or in any other way misleading information.

### C. Stage 2: Capability and Technical scoring

111. Only proposals that will pass Stage 1 evaluation will be evaluated in the Technical Scoring- Stage 2.
112. The technical scoring is over 1000.
113. Following this evaluation, each company will have one technical score (St).
114. Companies that score 650 or higher will be selected to move to stage 3.
115. If the number of proposals that possess a score of 650 or higher is less than 3, then the top three proposals will be selected to move to stage 3 regardless of the scores.
116. The technical score of 1000 will cover three (3) aspects:

Evaluation	Maximum Obtainable Points
a) Management and resource plan	480 points
b) Team composition and tasks assignment	200 points
c) Methodology	320 points
<b>Total</b>	<b>1000 points</b>

a) Management and Resource Plan				
Ref.	Item	Max. Score	Criteria	Score
1	Formatting, organization, and visual clarity of the submittal	80	Weak	0
			Fair	30
			Good	50
			Excellent	80
2	Average total revenues of the last three years, as per Form 7 *In case of a JV, the average revenues will be considered	80	Less than 30,000 Euro	0
			30,000 to 60,000 Euro	50
			More than 60,000 Euro	80



3	<p>Current activities in geometric surveying, as per Form 6</p> <p>*The Consultant shall provide a brief description of any current geometric surveying of buildings</p> <p>*In case of JV, the total experience of JV members will be considered</p> <p>*Current activities are undergoing activities that have not been finalized yet as of the deadline of submission of this bid</p> <p>*The experience of a sub-contractor is not counted</p>	80	<p>Bidders ranked among the least 30% of the total number of qualified bidders in size of current activities</p>	0
			<p>Bidders ranked between the top 30% and the least 30% of the total number of qualified bidders in size of current activities</p>	40
			<p>Bidders ranked among the top 30% of the total number of qualified bidders in size of current activities</p>	80
4	<p>Previous Experience in Geometric Surveying, as per Form 6</p> <p>* The Consultant shall provide a brief description of any past geometric surveying of buildings.</p> <p>*In case of JV, the total experience of JV members will be considered</p> <p>*Previous activities are activities finalized before the deadline of submission of this bid</p> <p>*The experience of a sub-contractor is not counted</p>	80	<p>Bidders ranked among the least 30% of the total number of qualified bidders in size of past experience</p>	0
			<p>Bidders ranked between the top 30% and the least 30% of the total number of qualified bidders in size of past experience</p>	40



			Bidders ranked among the top 30% of the total number of qualified bidders in size of past experience	80
5	<p>Current activities in conservation state analysis of historical buildings, as per Form 6</p> <p>*The Consultant shall provide a brief description of any current activities in conservation state analysis of historical buildings</p> <p>*In case of JV, the total experience of JV members will be considered</p> <p>*Current activities are undergoing activities that have not been finalized yet as of the deadline of submission of this bid</p> <p>*The experience of a sub-contractor is not counted</p>	80	Bidders ranked among the least 30% of the total number of qualified bidders in size of current activities	0
			Bidders ranked between the top 30% and the least 30% of the total number of qualified bidders in size of current activities	40
			Bidders ranked among the top 30% of the total number of qualified bidders in size of current activities	80
6	<p>Previous experience in conservation state analysis of historical buildings, as per Form 6</p> <p>* The Consultant shall provide a brief description of any past general conservation state analysis of historical buildings.</p> <p>*In case of JV, the total experience of JV members will be considered</p> <p>*Previous activities are activities finalized before the deadline of submission of this bid</p> <p>*The experience of a sub-contractor is not counted</p>	80	Bidders ranked among the least 30% of the total number of qualified bidders in size of past experience	0



			Bidders ranked between the top 30% and the least 30% of the total number of qualified bidders in size of past experience	40
			Bidders ranked among the top 30% of the total number of qualified bidders in size of past experience	80
	Maximum Obtainable Score	480		

b) Team and Tasks				
Ref.	Item	Max. Score	Criteria	Score
1	Team Leader (Senior Architect) - Total Years of Experience *Evaluation will be performed only on Form 9, and not the attached resume	50	Less than 15 years	0
			15-20 years	25
			More than 20 years	50
2	Technical capability of Team Leader *Evidence of familiarity with a variety of software/hardware, ability to achieve high levels of accuracy required during measurement and analysis and readily available, wide technical base of tools, equipment, and processes appropriate to functional performance of a survey *Evaluation will be performed only on Form 9, and not the attached resume	50	Bidders ranked among the least 30% in terms of technical capability	0
			Bidders ranked between the top 30% and the least 30% in terms of	25



			technical capability	
			Bidders ranked among the top 30% in terms of technical capability	50
3	Overall Evaluation of the CVs of Team Members *Evaluation will be performed only on Form 10, and not the attached resumes	50	Weak	10
			Fair	20
			Good	30
			Excellent	40
			Outstanding	50
4	Distribution of Tasks Assignment	50	Weak	0
			Fair	15
			Good	30
			Excellent	40
			Outstanding	50
	Maximum Obtainable Score	200	<b>Totals</b>	

c) Methodology				
Ref.	Item	Max. Score	Criteria	Score
1	For the Point clouds of the buildings' Exterior and Interior spaces, which include RGB colour points, the Survey accuracy comply with the below: <ul style="list-style-type: none"> <li>The required maximum tolerance for precision of detail is: 1:20 +/- 6mm - 1:50 +/- 15mm</li> </ul>	80	Outside the requested accuracy limit	0



			Within the requested accuracy limit	80
2	For the Point clouds of the buildings' Exterior and Interior spaces, which include RGB colour points, the Survey accuracy comply with the below: <ul style="list-style-type: none"> <li>The required point density/rate of capture of measured points is: 1:20 <math>\leq</math> 2.5mm - 1:50 <math>\leq</math> 5mm</li> </ul>	80	Outside the requested accuracy limit	0
			Within the requested accuracy limit	80
3	Committed time for Geometric survey	80	More than 1 month	0
			Less than or equal to 1 month	80
4	Committed time for Conservation of State Analysis	80	More than 1 month	0
			Less than or equal to 1 month	80
	Maximum Obtainable Score	320	<b>Totals</b>	

117.The LCEC reserves the right to add, modify, or delete criteria to or from this qualification list for any reason at its own discretion.

118.The LCEC also reserves the right to change the weight associated to the different criteria for any reason at its own discretion.



## 5. Contract Terms and Payment

### A. Method of payment

119.The contract will be in Euro.

120.All payments under the contract will be made in Euro via a bank transfer from a Lebanese commercial bank to another Lebanese commercial bank (no cash payments will be made; no transfers outside Lebanon will be made).

121.LCEC shall effect payments to the winning bidder after acceptance by LCEC of the invoices submitted by the contractor, upon achievement of the corresponding milestones of the project.

122.(40%) of Contract price upon Contract signature and the submittal of the comprehensive planning of activities by the bidder.

123.(20%) of Contract price upon start of the geometric surveying works on site (supervised and accepted by the LCEC).

124.(20%) of Contract price upon start of the conservation of state analysis (supervised and accepted by the LCEC).

125.(20%) of Contract price upon final completion, delivery, and acceptance of all works.

### B. Contract Period and Penalties

126.One (1) month for Delivery from the commencement date until the Handover date.

127.There will be a delay liquidate damage equal to 450,000 LBP/day for every unjustified delay. The maximum period of delay for this contract will not be more than 1 month, after that LCEC has the right to take any action in accordance with the conditions of this contract.

128.Twenty-four (24) months of technical support on the point cloud deliverables from the delivery date.

129.Corrupt and Fraudulent Practices: Anticorruption Policy requires bidders, suppliers, and contractors to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy the organization defines, for the purposes of this provision, the terms set forth below as follows:

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;





- b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

130.LCEC will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive practices, or any illegal practice in competing for the Contract.

131.LCEC will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in contracts if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive practices, or any illegal practice in competing for, or in executing, a contract.

132.Conflict of Interest: LCEC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under LCEC’s Anticorruption Policy. In pursuance of LCEC’s Anticorruption Policy’s requirement, bidders, suppliers, and contractors under contracts must observe the highest standard of ethics. LCEC will take appropriate actions to manage such conflicts of interest which may include rejecting a proposal for award if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding, bidders may be considered to be in a conflict of interest with one or more parties if they, including but not limited to:

- a. have controlling shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of their Application; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or to influence



the bid of another Applicant in the subsequent bidding process or influence the decisions of LCEC regarding this prequalification process; or

- e. participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this prequalification. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, or a firm from the same economic or financial group, may not normally be a supplier of goods or works, if it provided consulting services for the contract corresponding to this prequalification, unless it can be demonstrated that there is no significant degree of common ownership, influence or control.

### **c. General Conditions of Contract**

**133.LEGAL STATUS:** The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis LCEC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of LCEC.

**134.SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to LCEC in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect LCEC and shall fulfill its commitments with the fullest regard to the interests of LCEC.

**135.CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**136.ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of LCEC.

**137.SUB-CONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of LCEC for all sub-contractors. The approval of LCEC of a sub-contractor shall not



relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**138.OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of LCEC has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**139.INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, LCEC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**140.INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- a. The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- b. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees or any third party member to cover claims for personal injury or death in connection with this Contract.
- c. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.



- d. Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- e. Name LCEC as additional insured;
- f. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against LCEC;
- g. Provide that LCEC shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- h. The Contractor shall, upon request, provide LCEC with satisfactory evidence of the insurance required under this Article.

**141. ENCUMBRANCES/LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with LCEC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**142. TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by LCEC shall rest with LCEC and any such equipment shall be returned to LCEC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to LCEC, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate LCEC for equipment determined to be damaged or degraded beyond normal wear and tear.

**143. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:** LCEC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract as well as after execution. At the LCEC request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to LCEC in compliance with the requirements of the applicable law.

**144. USE OF NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with LCEC, nor shall the



Contractor, in any manner whatsoever use the name, emblem or official seal of LCEC, or any abbreviation of the name of LCEC in connection with its business or otherwise.

**145.CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

- a. All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of LCEC, shall be treated as confidential and shall be delivered only to LCEC authorized officials on completion of work under this Contract.
- b. The Contractor may not communicate at any time to any other person, Government or authority external to LCEC, any information known to it by reason of its association with LCEC which has not been made public except with the authorization of LCEC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

**146.FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

- a. Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- b. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to LCEC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify LCEC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, LCEC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.



- c. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, LCEC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **147.TERMINATION**

- a. LCEC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case LCEC shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- b. In the event of any termination by LCEC under this Article, no payment shall be due from LCEC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- c. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, LCEC may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform LCEC of the occurrence of any of the above events.

**148.SETTLEMENT OF DISPUTES:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. In case amicable efforts fail, the settlement of disputes will take place in the courts of Beirut according to Lebanese laws and regulations.

**149.LABOUR ORGANIZATION:** During the execution of the contract, the bidders as well as its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will observe the IFC Performance Standards 2012 and the conventions of the International Labour Organization.

**150.CHILD LABOUR:** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the



Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle the LCEC to terminate this Contract immediately upon notice to the Contractor, at no cost to the LCEC.

**151.ASSOCIATION TO TERRORISM:** The consultant ensures that none of its funds are used, directly or indirectly, to provide support to individuals, groups or entities associated with terrorism.

**152.OBSERVANCE OF THE LAW:** The Contractor shall comply with all Lebanese laws, decrees, ordinances, rules, and regulations (including future amendments) bearing upon the performance of its obligations under the terms of this Contract.

**153.AUTHORITY TO MODIFY:** No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against LCEC.

# ANNEX I

## Technical Specifications

### I. Overview

This section provides a technical specification for the geometric survey and general conservation state visual analysis of the historical buildings of the “**Municipality of Tripoli**” and the “**Rashid Karami Municipal Cultural Center**”, commonly known as “*Nawfal Palace*”, which are the local Case Study buildings of the ENI CBC Med project BEEP (BIM for Energy Efficiency in the Public sector). It is intended to assist all those connected with the procurement and production of such analyses and shall accompany the tender documents.

The results of the analysis will be incorporated into a Heritage Building Information Modelling (HBIM) environment, that is the digital representation of physical and functional characteristics of a historical building, creating a shared knowledge resource for information about it.

Although integrated, the two type of survey-analysis correspond to two BEEP project tasks:

- **Geometric survey with both traditional and innovative techniques** – The integration of traditional and innovative techniques (topography, laser scanners, photogrammetry) in the survey phase will supply an accurate and critical representation of buildings, and will provide the basis for geometric modelling of the HBIM model.
- **General conservation state (materials and structure survey)** – The visual detection and mapping of the various alteration and decay patterns found on the exposed surfaces and macroscopic elements of criticality affecting the structures will be reported on the HBIM model to inform the programming of intervention and maintenance plan.

The HBIM model should integrate all collected information on the building, including geometric and diagnostic data collected within this tender. Moreover, the HBIM model will be used as a basis to develop and test the performance of energy renovation scenarios.



The following are basic information about the two case studies this tender is based on:

**Municipality of Tripoli:**

**Floor area:** ~ 7,156 m<sup>2</sup>

**Volume:** ~ 75,138 m<sup>3</sup>

**Original use – present or future use:** Municipality

**Year of construction:** 1932

The Municipality building was erected in 1932. The city of Tripoli had Ottoman and French architecture influence due to the colonization of both mentioned empire/states. The engineer who designed the building is called Mosbah Houalla. Before the Ottoman period, the city was occupied by the Egyptians Mamluki rulers and before that by the Crusaders. Erected in 1932, the Municipality building was used until 1998, when it received a significant restoration project. According to municipality sources, the main restoration was mainly an overhaul of the mechanical and electrical systems.

The main decorative items of the municipality are its long, brown coloured Abatjours that are attached to its window, along with the spiralling columns at the entrance of the building.

**Rashid Karami Municipal Cultural Center:**

**Floor area:** N/A yet

**Volume:** N/A yet

**Original use – present or future use:** Public and archival library

**Year of construction:** 1899

The Rashid Karami Municipal Cultural Center combines both the European and Ottoman styles with its distinctive high red brick roof. Originally a residential Villa, it was built by Qaisar Nawfal, a prominent figure in Tripoli. Later, the palace was converted to a casino for Tripoli's Elite and was later turned into an exclusive country club for mostly British workers in what used to be an oil refinery around the north of Tripoli. In 1968, the Lebanese Ministry of Culture got ownership of the building and in the 1970s turned it into a cultural hub which persists today.

The Rashid Karami Municipal Cultural Center sustained severe damage during the civil war. Previous restoration works included removing walls between the bedrooms to create a library, restoration of ornamental gypsum works, painting and preservation of existing woodwork, installing new and restored tiles.



As for the Rashid Karami Municipal Cultural Center, it is mainly the marble staircases at the entrance, the ceiling, chandeliers, and the wooden structure holding the red bricks.

As for the location, the two buildings are located in the urban city of Tripoli at the following coordinates:

- **Tripoli Municipality building:** 34°26'16.7"N 35°50'21.1"E
- **Rashid Karami Municipal Cultural center:** 34°26'13.6"N 35°50'15.9"E

#### **Response to this document:**

The Consultant shall provide a method and resource statement. The document must include as a minimum:

- method proposed for providing survey and analysis control and the required detail
- number of and positions of staff to be employed on project, including project leader
- survey equipment, cameras, etc. to be used
- any proposed alternative survey and analysis methods and their performance
- proposed output device, resolution and media
- previous experience and competence

Scope of the tender is to provide the required geometric and conservation state information needed to develop a robust constructive HBIM model of the building, with a detail accuracy that can be compared to a 1:20 drawing scale (as a general reference, Level of Development-LOD 500 of AIA-American institute of Architects numeral classification).

The minimum information needed is:

- a georeferenced geometric survey with topographical information of the exterior and interior of the building
- the visual detection and mapping of the materials and the various alteration and decay patterns found on the exposed surfaces (external and internal), with elaboration of technical sheets



## II. Pre-planning

Prior to data acquisition in the field, pre-planning meetings with the awarded Consultant to discuss the measurement objectives, security or access constraints, mobilisation strategy, and the details about the control network:

- Measurement objectives: A clear and concise scope of the scanning effort should be established in this stage with a detailed list of the measurements to be taken, the measurement resolution and level of detail, the required accuracy for each (which may not be the same), and the required file format for deliverables.
- Security and access constraints: Ensuring unhindered access for service providers is essential to avoid additional costs incurred due to delays in mobilisation or access to target areas.
- Mobilisation strategy

All investigations and tests of any kind must be agreed in advance with the competent local Heritage Conservation Authority.

## III. Data acquisition

### Geometric survey:

If robust information on the geometric characteristics of the building is available (e.g. the digital or paper survey at scale 1:50 comprehending the plans of all the floors, all elevations and at least 3-4 main sections), the Consultant shall produce:

- A measurement verification of the existing information
- If needed, geometric data integration to attain the required survey accuracy
- Integration of image-based survey information (e.g. photogrammetry) on the external building elevation and the main internal elements

The Consultant could carry out the geometric survey using total station, photogrammetry with calibrated camera and/or laser scanner.

If there is no reliable geometric information available on the building, the Consultant shall produce:

- A complete georeferenced geometric survey of the exterior and interior of the building using:
  - traditional-direct or instrumental survey methods and photogrammetryor



- laser scanner with Red-Green-Blue (RGB) information;
- topographical network.

In order to obtain a complete representation of the building, ground and/or aerial scans could be performed.

#### General conservation state analysis:

The Consultant shall provide the following visual analysis and investigations relating to the general conservation state:

- material analysis: survey and mapping of structural and finishing materials and thematic mapping of existing finishes (including windows and external doors, surfaces, stone or wooden artefacts)
- decay and deterioration pattern and crack pattern analysis
- identification and graphic representation of the building elements construction phases.

The Contractor shall follow the local national and international regulation requirements on General conservation state analysis.

The Consultant can propose other non-destructive analysis, if relevant.

## **IV. Deliverables**

### Geometric survey

The Consultant shall produce:

1. Point cloud of the building exterior and interior. Both the raw and georeferenced and registered versions of the point cloud are to be delivered in either the scanner proprietary, data exchange format and non-proprietary format, to be opened and imported with the most widespread open source viewer and to be imported in the most widespread BIM authoring software. Alongside the laser intensity value, RGB colour information, acquired on a per point basis at each scan position, is required.

The consultant shall indicate the survey accuracy; the suggested accuracy for the laser scanner survey is:

- The required maximum tolerance for precision of detail is:  
1:20 +/- 6 mm - 1:50 +/- 15 mm
- The required point density/rate of capture of measured points is:  
1:20  $\leq$  2.5 mm - 1:50  $\leq$  5 mm



2. Free point cloud viewing software or web browser access.
3. PDF Survey report including as a minimum: a brief description of the project; the methodology used; photo, target and network location diagram; 3D coordinates of all control points/targets; registration report showing the overall accuracy of the laser scan survey; etc.

### General conservation state analysis

The Consultant shall produce:

1. Technical data sheets consisting of descriptive, graphic (thematic maps) and photographic sections, on the architectural surface analysis, material analysis, decay and deterioration pattern and crack pattern analysis, following the local national and international regulation requirements

The Consultant shall produce the document described above in pdf format for the descriptive and photographic section and dxf format scale 1:50-1:20 for the thematic maps, *as per the following international regulations:*

- ICOMOS. Principle for the Analysis, Conservation and Structural Restoration of Architectural Heritage; International Council on Monuments and Sites: Paris, France, 2003.
- ICOMOS. Illustrated Glossary on Stone Deterioration Patterns; International Council on Monuments and Sites: Paris, France, 2008
- EN 16096:2012. Conservation of Cultural Property – Condition Survey and Report of Built Cultural Heritage; European Committee for Standardization, 2012. Available online: <https://infostore.saiglobal.com/preview/is/en/2012/i.s.en16096-2012.pdf?sku=1566979> (accessed on 1 February 2019).]

## ANNEX II

### Forms

1. Letter of Commitment to this RFP
2. Letter of Application
3. Joint Venture (JV) Agreement
4. Applicant Information Form
5. Sub-Contractor Information Form
6. Previous Experience
7. Financial Situation and Performance
8. Team Composition and Tasks Assignment
9. Experience of Team Leader
10. Experience of Team Members



## Form 1 - Letter of Commitment to this RFP

To: Lebanese Center for Energy Conservation (LCEC)  
Ministry of Energy and Water  
Corniche du Fleuve, First Floor, Room 303  
Beirut, Republic of Lebanon

We, the undersigned, submit this proposal and declare that:

We have examined, have no reservations and commit to the most recent version of the RFP for the **“Geometric surveying and general conservation state visual analysis – Municipality of Tripoli and Rashid Karami Municipal Cultural Center”** composed of 38 pages’ document and all its addendums;

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of person signing the Application]*

In the capacity of *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant’s Name *[insert full name of Applicant or the name of the JV]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

*[Either all members of the JV shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]*



## Form 2 - Letter of Application

Date: *[day, month, and year]*

To: Lebanese Center for Energy Conservation (LCEC)  
Ministry of Energy and Water  
Corniche du Fleuve, First Floor, Room 303  
Beirut, Republic of Lebanon

From: *[Name of the Bidder and Full Address]*

**Name of the Project: “Geometric surveying and general conservation state visual analysis – Municipality of Tripoli and Rashid Karami Municipal Cultural Center”**

We, the undersigned, submit this proposal and declare that:

- (a) We have examined and have no reservations to the most recent version of the RFP document and all its addendums;
- (b) We hereby confirm that we will comply with the policy in regard to Corrupt and Fraudulent Practices, and we have no conflict of interest in accordance with the section mentioned on this issue in the RFP;
- (c) We hereby confirm that if our proposal is selected, we shall sign the agreement as per the proposal;
- (d) We plan to subcontract the following key activities and/or parts of the works:  
*[Insert any of the key activities, subcontractors, details of the sub-contractors, their qualification and experience]*
- (e) We understand that you may, without incurring any liability to the applicants, a) cancel the RFP at any time and b) accept no proposal or invite no applicant to sign the installation agreement. We also understand and accept that we shall bear all costs associated with its preparation and submission and that LCEC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process;
- (f) All information, statements and description contained in the application are in all respect true, correct and complete to the best of our knowledge and belief;
- (g) We understand that LCEC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application. This letter of application will also serve as an authorization to any





individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by LCEC to verify statements and information provided in this application, or with regards to the resources, experiences, and competence of the bidder.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of person signing the Application]*

In the capacity of *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of:

Main Applicant's Name *[insert full name of Applicant]*

Address *[insert street number/town or city/country address]*

Dated on *[day, month, and year]*



### Form 3: Joint Venture (JV) Agreement

*[In case of a joint venture, a "Joint Venture Agreement" needs to be completed and signed by each partner of the bidder and attached to the Technical Proposal.]*

## JOINT VENTURE AGREEMENT (only if applicable)

This agreement is made the \_\_\_ day of \_\_\_ 2020, 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 Lebanese Center for Energy Conservation (LCEC), hereinafter called "the LCEC" has invited the Parties to submit a proposal for the execution of the Geometric survey and General conservation state visual analysis of the "Municipality of Tripoli" and "Rashid Karami Municipal Cultural Center" (hereinafter called "the Project")

WHEREAS the Parties wish to enter into a Joint Venture Agreement in order to be prequalified by the LCEC to tender for the Project and, if successful, to execute the Project under a Contract to be awarded by the LCEC, 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:



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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 LCEC. 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 the jointly and severally liable towards the LCEC 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 LCEC 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 LCEC, the execution of the Project, including but not limited to the invoicing and receipt of payments, the execution of subcontractors, the incurring of liabilities and receipt of instructions on behalf of all partners of the Joint Venture in relation to the Contract with LCEC 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 LCEC 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 LCEC with respect to the execution of the Project.

#### 6. OBLIGATION TO TENDER

The Parties shall fill in and submit to the LCEC 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 responsibilities 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 has honored its obligations towards the other.

#### 8. RIGHTS OF LCEC

All rights stipulated in this joint venture agreement in favor of the LCEC SHALL BE HONORED BY THE Parties as if the LCEC were a direct beneficiary of this agreement. Consequently, the Parties hereto acknowledge the right of the LCEC 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 arising out of or in connection with this joint venture 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 (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 LCEC

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

FOR AND ON BEHALF OF  
FIRST PARTY  
NAME:

TITLE:

SIGNATURE:

STAMP:

FOR AND ON BEHALF OF  
SECOND PARTY  
NAME:

TITLE:

SIGNATURE:

STAMP:



## Form 4 - Applicant Information Form

*[Name of Applicant]*

Applicant's name:	<i>[insert full name]</i>
Applicant's actual or intended country of registration:	<i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation:	<i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]:	<i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information	
Name:	<i>[insert full name]</i>
Address:	<i>[insert street/ number/town or city/country]</i>
Telephone/Fax numbers:	<i>[insert telephonelfax numbers, including country and city codes]</i>
E-mail address:	<i>[indicate e-mail address]</i>

Attached are copies of original documents of articles of incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.



**Form 5 - Sub-Contractor(s) Information Form**

*[Name of Sub-contractor]*

*[The following form shall be completed to provide information relating to any specialized sub-contractor proposed to be used by the applicant]*

Sub-contractor's name:	<i>[insert full name]</i>
Sub-contractor's actual country of registration:	<i>[indicate country of Constitution]</i>
Sub-contractor's actual or intended year of incorporation:	<i>[indicate year of Constitution]</i>
Sub-contractor's legal address [in country of registration]:	<i>[insert street/ number/ town or city/ country]</i>
Sub-contractor's authorized representative information	<i>[insert full name]</i>
Name:	<i>[insert street/ number/ town or city/ country]</i>
Address:	<i>[insert telephone/fax numbers, including country and city codes]</i>
Telephone/Fax numbers:	
E-mail address:	<i>[indicate e-mail address]</i>

Attached are copies of original documents of articles of incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.



## Form 6 - Previous experience and competence

*[Name of Applicant]*

### Previous experience and competence

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by LCEC.

Track record and past experience are all good guides to competence and capability. The Consultant shall provide a brief description of suitable examples of geometric survey and general conservation state analysis of a historical building, in order to highlight:

1. Technical capability – evidence of familiarity with a variety of software/hardware, ability to achieve high levels of accuracy required during measurement and analysis and readily available, wide technical base of tools, equipment and processes appropriate to functional performance of a survey will demonstrate technical capability
2. Internal capacity – evidence of training and development, internal capabilities and programme capacity to enable timely delivery are key criteria

N.	Year	Project name	Project value	Type of service	Work special features

*[Add rows, if necessary]*





## Form 7 - Financial Situation and Performance

*[Name of Applicant]*

*[The following table shall be filled in for the applicant]*

Type of Financial information in (Euro)	Historic information for (Euro)		
	2019	2018	2017
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Cash Flow Information			
Cash Flow from Operating Activities			

*[The Applicant shall provide copies of financial statements for the last 3 years. The financial statements shall: (a) reflect the financial situation of the Applicant, (b) be independently audited or certified in accordance with local legislation, (c) be complete, including all notes to the financial statements, (d) correspond to accounting periods already completed and audited]*



### Form 8 - Team Composition and Task Assignment

Team Member Name	Position in this Project	Assigned Task

#### Proposed Timeline:

*Municipality of Tripoli:*

Activity/Task	Start Date / End Date	Man-days

*Rashid Karami Municipal Cultural Center:*

Activity/Task	Start Date / End Date	Man-days



**BEEP**




## Form 9 - Experience of Team Leader

Use this standard format for specifying the name of the team leader.

*[Name of Team Leader]*

Experience	
Date range:	
Project name:	
Role:	
Date range:	
Project name:	
Role:	
Date range:	
Project name:	
Role:	

*[Add tables as needed]*



## Form 10 - Experience of Team Members

*Use this standard format for specifying names of key people that constitute the team.*

*[If the bidder intends to subcontract any of the key activities, then the subcontractor name shall be clearly identified in the Affiliation, and attach a letter of support from the subcontractor stating the name of the project and personnel provided. Add more rows if necessary.]*

*[Team Member Name]*

*[Title in the Project]*

Experience	
Date range:	
Project name:	
Role:	
Date range:	
Project name:	
Role:	
Date range:	
Project name:	
Role:	

*[Add tables as needed]*