

TERMS OF REFERENCE (TOR):

Consultancy Services to LCEC in the Implementation of the Green Schools Component of the GIZ-Funded SUFA Project

1. Country Background and Energy Sector

1.1 The electricity supply in Lebanon is much lower than the demand. The gap between the peak demand and the peak generation is continuously increasing. In order to close this gap, back-up diesel generators have been operating in communities, however, due to the shortages in fuel supply and the increase in fuel costs, securing diesel to run these back-up generators is becoming challenging, not to forget about the resulting high levels of noise and air pollution.

1.2 In addition, with a shortage in electricity supply that exceeds 20 hours per day, running diesel generators for long durations has resulted in recurrent technical failures. All the mentioned challenges are affecting the reliability of electricity supply and disrupting the socio-economic sectors and in particular, schooling activities. For instance, long electricity outages are leaving the students without access to basic learning necessities, such as classroom lighting and internet.

1.3 Furthermore, the school's management is becoming financially incapable of covering the diesel and electricity bills, which is affecting the budget allocation for the operation and renovation of facilities.

1.4 In view of these extremely challenging situations, the urgent need to integrate renewable energy and energy efficiency solutions in the energy systems has emerged as a main possible solution. Renewable energy and energy efficiency solutions would increase energy security, energy reliability, and energy affordability, and ensure access to adequate electricity and by that access to water, internet services and most important access to education.

1.5 Using renewable energy and energy efficiency solutions is not new in Lebanon. In fact, in September 2015, Lebanon's Intended Nationally Determined Contribution (INDC) was presented to the UNFCCC. It includes an unconditional target of "15% of the power and heat demand in 2030 generated by renewable energy sources" which would be increased to 20% if international support is obtained.

1.6 In October 2018, the Prime Minister announced a target of 30% renewable electricity by 2030.

1.7 In March 2019, the Updated Policy Paper for the Electricity Sector prepared by MEW was approved by the CoM, the policy paper stressed on the important role renewable energy will be

playing in the energy mix of the country and commits to the completion of renewable energy projects of all types.

1.8 In June 2020, the International Renewable Energy Agency (IRENA) published the IRENA Renewable Energy Outlook for Lebanon carried out in collaboration with the MEW and the LCEC and including a roadmap to reach the national 30% renewable electricity target. The document includes a target capacity of 500 MW of decentralized solar PV plants by 2030.

1.9 In March 2021, Lebanon submitted its Updated Nationally Determined Contribution (Updated NDC) to the UNFCCC with raised ambitions for greenhouse gas emission reduction, by setting a target of 20% emission reduction in 2030 (amounting to 7,790 Gg. CO₂eq). Within the Updated NDC, Lebanon commits to unconditionally generate 18% of its electricity demand from renewable energy sources in 2030. A commitment that could be increased to 30% if international support is granted.

1.10 Lebanese authorities are committed to substantially increase renewable energy (RE) investment. This commitment includes increasing the share of RE in total electricity consumption to 12% by 2020, as set in the National Renewable Energy Action Plan (NREAP 2016–2020).

1.11 Scaling-up RE is an important means for Lebanon to: (i) increase generating capacity of the electricity sector; (ii) meet its climate change mitigation commitments by decreasing the reliance on fossil-fuel based generation; and (iii) increase the resilience of its power sector by addressing the issue of under-capacity, as well as by diversifying the country's energy sources.

1.12 Due to the high demand for solar energy, ongoing installations are not necessarily following the best installation practices. This highlights a greater need for capacity building and knowledge sharing to properly assess and implement energy conservation measures that would respond to current and future needs.

1.13 Among its responsibilities, a main aspect of LCEC's momentum is in updating the local context in line with global trends and the latest innovations, aligning national efforts, and reaching out to the largest share of the public for awareness raising and professionals for capacity building.

2. GIZ-Funded SUFA Project

2.1 The overall objective of the SUFA project is to reduce the environmental footprint and to keep the schools operational, in line with SUFA project's general goal to improve the school conditions for Lebanese children and Syrian refugee children in the host communities.

2.2 The specific objectives of the project are the following:

- SO1. To ensure sustainable access to electricity for school students, teachers, and administrators in the targeted areas
- SO2. To strengthen the capacities of schools and MEHE's resources in the energy field
- SO3. To contribute to environmental protection, climate change adaptation and mitigation through improved energy management of public schools' buildings and execution of green school measures.
- SO4. To reduce the energy consumption in public schools and increase energy security and affordability through the implementation of cost-effective renewable energy and energy efficiency solutions, tailored to specific sites conditions
- SO6. To increase awareness and sustainable energy habits through the engagement of students and staff in the operation and use of REEE systems
- SO7. To reduce the environmental footprint and operating cost of public schools through the implementation of eco-friendly and environmental measures under Green Schools component.

2.3 As part of the contract signed between GIZ and LCEC, the LCEC will act closely with the GIZ SUFA team to implement different solutions related to renewable energy and energy efficiency in public schools.

2.4 This would bridge the national Renewable Energy (RE) action plan and road map to the specific project objectives. With the implementation of the REEE and GS measures at public schools, this project would contribute to the solar photovoltaic distributed generation by the public sector by adding around 430 kWp which represents around 9% of the 5 MW target, in addition to the reduction of around 550 tCO₂eq of GHG emissions.

2.5 Within this signed agreement between GIZ and LCEC, the LCEC wishes to a Consultant to provide technical support to the LCEC in the implementation of the Green Schools component specifically.

3. Bid Overview

3.1 Objectives

The key objectives of this component, to be reached by **October 2023**, are to:

- 1) reduce the environmental footprint and operating cost of the school while creating a safe, inclusive, and healthy environment for the students;
- 2) implement landscape (hardscape & softscape) and improvement works for outdoor & indoor educational spaces in addition to sustainable green measures (water/ energy/ waste) at public schools (**14 locations – Annex 1**) in Lebanon to create a healthy and safe and sustainable learning environment for students;

- 3) introduce and install eco-friendly and environmental measures, revamp outdoor recreational and sports facilities, school gardens, enhance indoor co-curricular spaces, and optimize technical and storage areas of the school;
- 4) focus on the environmental interventions and surroundings of the public schools owned by the ministry of education and higher education (MEHE).

3.2 Timeline

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

Issue TOR	27 January, 2023
Questions Due	3 February, 2023
Response to Questions Issued	7 February, 2023
Closing Date for Receipt of Offers	10 February, 2023
Announcement of Winning Offer	17 February, 2023

3.3 Clarification Process

- 1) From the issue date of this TOR until announcement of the winning bidder, bidders may contact LCEC ONLY by email to: energy@lcec.org.lb in case of questions, comments, or suggestions. Oral questions will not be permitted.
- 2) If the questions, requests for clarifications, or suggestions pertain to a specific section of the TOR, the page and section number(s) must be referenced.
- 3) Written responses to questions, requests for clarifications, or suggestions will be sent on or before the date listed in the Timeline.
- 4) LCEC will share a list of questions and answers with all bidders.
- 5) LCEC assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the TOR.

3.4 Submission of Bid Proposals and Validity Period

- 1) The deadline for the submission of proposals is as mentioned in the Timeline is on **10 February 2023**.
- 2) All proposals received after the mentioned date and time will be rejected.
- 3) Submittals must be sent in softcopies to energy@lcec.org.lb.
- 4) 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.
- 5) The period of validity of proposal is 30 days and it starts on the submission deadline date.

- 6) 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 TOR.

4. Scope of Work

The design of measures and spaces mentioned above will be partial to selected areas of the school campus with a focus on improvement and revamping of, but not limited to:

- Roofs waterproofing measures and outdoor recreational and green spaces such as school gardens, covered and open playgrounds with markings and equipment, outdoor classrooms/platform and learning spaces, drop off zones and entrances, canopies, hardscape and softscape, etc.
- Eco-Friendly measures such as rainwater harvesting tank and system (depending on construction budget), installing water efficient equipment/fixtures.
- Indoor co-curricular spaces (if applicable and within construction budget) such as multipurpose room, computer labs, science labs, libraries, etc.
- Technical and storage areas (if within construction budget); enhancing the maintenance and storage capabilities of the school.

The scope of the design will be tailored according to the needs of the schools following the visit and assessment of the location and filtered throughout the design process in close cooperation and communication with the LCEC, noting that prototypes of each measures are already prepared, and taking into consideration each project priorities and construction **budget of 35,000\$** allocated per school, noting that the priorities are as follows:

- 1) Priority 1 (highest): Waterproofing, outdoor classrooms, playground markings, compost stations, water fixtures.
- 2) Priority 2: Green spaces, rain water harvesting tanks.
- 3) Priority 3: Indoor co-curricular measures, technical and storage areas.
- 4) Priority 4 (lowest): Steel canopies/covered playgrounds.

The below **Table 1** shows the distribution of the schools on four working packages, noting that the only measure in WP1 that includes 7 schools is waterproofing where found necessary, whereas the remaining working packages covering 14 schools (WP2, WP3, and WP4) include all of the measures as per the previously mentioned priorities (Priority 1, Priority 2, Priority 3, and Priority 4).

All the tendering process shall be according to the working packages distribution. Four contractors correspondent to the four working packages shall then be awarded the contracts following the launching of the tender documents.

Due to the implementation of the REEE component as part of the SUFA project as well, the Consultant shall prioritize the waterproofing activities in each working package.

Table 1: Working Packages Distribution

Number	District	اسم المدرسة	Work Packages	Specific comments (per school)
1	Beirut	البنات الثانية الرسمية	WP1	Same school building
2	Beirut	ثانوية الرئيس رينيه معوض الرسمية		
3	Beirut	ثانوية الدكتور حسن صعب الرسمية المختلطة		
4	Ftouh Keserouan	يحشوش المتوسطة الرسمية المختلطة		Same school building
5	Northern Metn	بتغرين الرسمية المتوسطة المختلطة		
6	Northern Metn	ثانوية بتغرين الرسمية المختلطة		
7	Aley	الغابون المختلطة الرسمية		WP2
8	Tripoli	الجديدة الرسمية للصبيان		
9	Tripoli	فرح انطون الرسمية للبنين		
10	Akkar	منيارة الرسمية للبنات		
11	Zgharta	ثانوية زغرنا الرسمية		
12	Koura	مدرسة كفرعقا الاولى المختلطة الرسمية	WP3	
13	Shouf	بعقلين المتوسطة الرسمية المختلطة		
14	Zahle	بر الياس الرسمية الابتدائية		
15	Baalbak	متوسطة القاع الرسمية		
16	West Bekaa	ثانوية جب جنين الرسمية		
17	Baalbak	متوسطة النبي شيت الرسمية	WP4	
18	Tyr	دير قانون راس العين المتوسطة الرسمية		
19	Bint Jbeil	كفرا الابتدائية الرسمية		
20	Saida	متوسطة مطرية الشومر الرسمية		
21	Nabatiye	متوسطة زبدين الرسمية		

Reflecting the objectives of the Assignment, the Consultant will need to undertake a number of tasks:

- 1) Task 1: Design services / Planning educational facilities.
- 2) Task 2: Site supervision services.

4.1 Design Services/ Planning educational facilities:

4.1.1 Preliminary and Final Design:

The Consultant shall conduct a needs-assessment for each school, resulting in a needs assessment report with pictures submitted to the LCEC. Based on the school assessment and scope per school, in addition to Water audit, the Consultant shall suggest a Preliminary Design (PD) for the educational spaces in the respective locations.

During the period of concept development and before the submission of the PD documents, the Consultant shall coordinate at least one meeting with the LCEC to discuss concept idea(s) and design directions(s).

The deliverables of the Preliminary Design (PD) comprise, but not limited to, all required plans, elevations, sections, sketches, concept board, 3D visualization (if needed) and/or all necessary drawings and documents (templates, forms, etc.) deemed necessary to showcase the concept per location.

After review of the PD by the LCEC team and other stakeholders and based on their feedback per school, the Consultant shall apply necessary modifications and/or requests and shall develop the design into a Final Design (FD) with a rough cost estimate of planned interventions.

The deliverables of the Final Design (FD) comprise, but not limited to, all required plans, elevations, sections, 3D visualization (if needed), and/or all necessary drawings and documents (templates, forms, etc.) deemed necessary to showcase the concept. All drawings shall be shown on a scale 1/100 (1/200 for master plans and 1/50 for specific details deemed important at this stage). The Consultant shall also prepare a Rough Cost Estimate of the final design to help determine the interventions and priorities that fall within the construction budget of each location.

4.1.2 Tender Documents and Working Files:

After review of the FD and cost estimate by the LCEC, the Consultant shall apply necessary modifications and/or requests and shall detail the drawings for tendering purposes. All design work shall comply with the national Lebanese building code and include all necessary structural, mechanical, and electrical coordination.

- Architectural & Landscape design planning including all floors plans, softscape & hardscape plans, all elevations, sections (as deemed necessary), large scale details (Scale

1/50, 1/20, 1/10), window and door or other types of schedules (if applicable) and all necessary detailed drawings instructed by the LCEC and/or deemed necessary by the Consultant.

- Structural drawings with complete structural analysis, structural reports and calculation, relative to the interventions.
- Mechanical drawings relevant to the design indicating the location of building equipment and machines and sanitary installations, appropriate water supply, sewerage and plumbing facilities, irrigation plans, and all necessary detailed drawings instructed by the LCEC and/or deemed necessary by the Consultant.
- Electrical drawings relevant to the design showing the general and specialized electrical requirements of the interventions, and all necessary detailed drawings instructed by the LCEC and/or deemed necessary by the Consultant.
- Detailed technical specifications, description of the “Scope of Work”, BOQs: Unpriced and Fair Price Estimate -FPE- covering all items of work. The preparation of the complete technical specifications should include details of all materials and execution works, as well as the details for procurement and installation of equipment.

The Consultant shall estimate the work quantity for each project component according to the most suitable work breakdown structure (WBS) in order to allow prospective bidders (Construction Companies/Contractors) to determine a competitive unit price and estimate of the total construction cost. For each item of the Bill of Quantities, the consultant shall provide a reasonable description of materials, workmanship, equipment and other necessary inclusions.

- Proposed construction programme of work (POW) considering the academic school year and all relevant topics emerging from the school being in use, in addition to priority zones determined by the LCEC in collaboration with the Consultant. The Consultant shall consider that the schools are in use and most of them operate in 2 shifts (morning shift and afternoon shift). During the construction phase the school will be in use which will influence the works. A very close coordination is required from the Consultant between the school principal & contractors to ensure the timely implementation of the construction works and most importantly ensure safety on site.
- The Consultant shall prepare a form as a “Contractor’s comparative financial offer table” to support the LCEC in the evaluation of the technical and financial offers of the Bidders/Contractors. The table comprise the approved BOQ items, their quantities, initial estimation by the Consultant, and the offers of potential bidders to be able to compare all offers. If requested by the LCEC, the template layout shall be filled by the Consultant and shared with the LCEC. The Consultant shall participate in contract negotiations with the contractors, if requested by the LCEC.

After the submission of the complete tender documents (drawings & BOQ), the LCEC shall be responsible for all reviews and approvals. Based on the respective approvals, the consultant

shall apply the required changes to the planning. Thus, the consultant shall take into consideration in their offer the potential revision of the relevant documents based on final feedbacks and approvals of the TD.

After integrating the requested modifications following above mentioned approvals, the Consultant shall deliver all tender documents in soft copies & hard copies, if requested, deprived from all company logos for clear and transparent tendering process of construction companies/Contractors.

The Consultant shall prepare all necessary tender documents (technical drawings & specifications, priced BOQ, FPE, POW, comparative financial offer, etc.) to enable the LCEC to award the contract.

4.2 Site Supervision Services

- The Consultant shall monitor, check, review and supervise all construction components to ensure that they are executed in accordance with the contracts and are consistent with good construction practice. The Consultant shall ensure that security and health regulations are implemented and respected.
- The Consultant shall examine and approve the shop drawings, materials and equipment submittals by the contractor to assure overall quality and general coherence of the executed works. The LCEC shall attend and approve the sampling process.
- The Consultant shall prepare any further clarifications to the design or drawings necessary for the contractors to be able to carry out the construction works. The Consultant shall assume responsibility for all items included in the BOQ and their quantities and ensure that the LCEC does not bare any unnecessary and avoidable extra costs to the original contracted BOQ.
- The Consultant shall assess any design modifications that may become necessary during construction and propose technically and financially acceptable amendments, while ensuring the implementation of the LCEC process related to any variation (if any).
- The Consultant shall conduct at least one site visit per week (or more depending on the progress of work on site) ensuring the quality and timely implementation of Works vis-à-vis the contracted BOQ & POW/baseline. The Consultant shall perform quality control and continuously follow-up quality assurance activities and evaluation. The Consultant shall prepare a site report per visit (depending on the progress of work on site), reporting any incident affecting safety, time, and cost measures, and recording all meetings and oral approvals given on site during the entire construction phase.
- The Consultant shall offer a regular cost control overview to ensure the alignment of the construction works progress and the cash flow/contracted amount for the construction. The regular cost control overview shall indicate in % the progress of works on site and these percentages shall be included in the site report to monitor the progress of work on site. It is crucial that the construction budget per location does not surpass the stated amounts by the LCEC. The Consultant shall verify all invoices, BOQs, progress report

and other relevant documents provided by the contractor on site and provide the relevant acceptance of payment forms.

- The Consultant shall monitor the safety of all stakeholders on site including the personnel of the school.
- The Consultant shall revise and check the as-built drawings of the scope of Works and the take-off quantities (measurement sheets). The Consultant shall coordinate with the contractor to establish acceptable means of verification of the quantities executed on site that are not measurable and verified through as-built and shop drawings.
- The Consultant shall provide all manuals of installed items to the LCEC per location.
- A final report including a brief summary of the Works and photographs after completion shall be submitted to the LCEC after scope of works is completed on site.
- The Consultant shall be responsible for supervision and coordination of the site since the taking-over by the contractor until handing-over of the site to the LCEC. The liability period of the works is 12 months from the date of signature of the partial taking-over protocol.
- The Consultant shall take into consideration in their financial offer, in addition to the regular site visits, all necessary back-office work, coordination meeting with any stakeholder and contractor, visits related to commencement of work, snag list visits and check-ups, partial and final handover visits and reports/forms, and any formal site visit by the client and/or stakeholders.

The deliverables of the Consultant for the supervision phase comprise, but not limited to, Notice of commencement of construction works, site reports, minutes of meetings, periodically submitted cost overview, BOQ, variations and invoice verifications, monitor POW, clarifications and/or design modifications, reviewed and approve shop-drawings, material submittals, as-built drawings and take-off quantities, report and photographs, handing over and taking over certificate, etc.

5. Consultants Profile

The Consultant selected for this assignment will be a firm with previous related project experience.

The Consultant shall fill and submit Form 1- Applicant Information Form and Form 2-Applicant Financial Form in addition to the Performance Bond (Annex 2) and all necessary documents to prove the team's expertise (including CVs) and an organizational chart explaining the method of work. All forms and submitted documents shall be signed by a Legal Representative and stamped.



The Consultant's expert team is expected to include (at least) the following key experts:

- Project Manager / Senior Architect (at least 15 years of experience)
- Senior Architect (at least 15 years of experience)

6. Organization

The consultant will have an initial meeting/call with LCEC at the start of the assignment to clarify the precise scope of each task. The assignment will be managed and overseen by the LCEC's assigned team member.

The LCEC will be responsible for coordinating the work of, and providing ongoing guidance to, the consultant, as well as reviewing interim deliverables and overseeing the process of collecting feedback/comments for the consultant's deliverables.

7. General Terms and Conditions

Legal Status

The Consultant shall be considered as having the legal status of an independent Consultant vis-à-vis LCEC. The Consultant's personnel shall not be considered in any respect as being the employees or agents of LCEC.

Sources of Instructions

The Consultant shall neither seek nor accept instructions from any authority external to LCEC in connection with the performance of the services. The Consultant shall refrain from any action which may adversely affect LCEC and shall fulfill its commitments with the fullest regard to the interests of LCEC.

The Consultant 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 Consultant at any time use such information to private advantage. These obligations do not lapse upon termination of the contract.

Observance of the Law

The Consultant 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 the contract.

Settlement of Disputes



The Consultant and the LCEC shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the 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.

Consultant 's Responsibility for Employees

The Consultant shall be responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively in the implementation of this ToR, respect the local customs, and conform to a high standard of moral and ethical conduct.

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 the project or when no longer needed by the Consultant. Such equipment, when returned to LCEC, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate LCEC for equipment determined to be damaged or degraded beyond normal wear and tear.

Confidential Nature of Documents and Information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consultant shall be the property of LCEC, shall be treated as confidential and shall be delivered only to LCEC authorized officials on completion of work.

Indemnification

The Consultant 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 Consultant, or the Consultant's employees, officers, agents or sub-contractors, in the performance of this project. 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 Consultant, its employees, officers, agents, or servants.



Encumbrances/Liens

The Consultant 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, or by reason of any other claim or demand against the Consultant.

Use of Name, Emblem or Official Seal

The Consultant shall not advertise or otherwise make public the fact that it is a Consultant with LCEC, nor shall the Consultant, 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.

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 project as well as after execution. At the LCEC request, the Consultant 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.

Force Majeure; Other Changes in Conditions

Force majeure, as used herein, 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.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to LCEC, of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities. The Consultant 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. The notice shall include steps proposed by the Consultant to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required herein, 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 Consultant of a reasonable extension of time in which to perform its obligation.

If the Consultant is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities, LCEC shall have the right to suspend or terminate the contract following a period of notice of seven (7) days.

Child Labor

The Consultant 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 the contract immediately upon notice to the Consultant, at no cost to the LCEC.

Corrupt and Fraudulent Practices

Anticorruption Policy requires bidders to observe the highest standard of ethics during the execution of the project. 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.

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.

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, the contract.

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 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 proposal; 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 bidder in the subsequent bidding process or influence the decisions of LCEC regarding this bid process; or
- e. participated as a Bidder in the preparation of the design or technical specifications of the works that are the subject of this ToR. 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 ToR, unless it can be demonstrated that there is no significant degree of common ownership, influence or control.

Payments Milestones:

The contract amount shall be disbursed upon achievement and approval of the corresponding milestones, in accordance with the below table.

Table 2: Payments Milestones

Milestone	Payment Percentage
Contract Signature and work order issued	20%
Completion and acceptance of Task 1: Design services / Planning educational facilities.	40%
Completion and acceptance of Task 2: Site supervision services.	30%
Final payment 1 year after the final handing over, to be reflected in the contract as retention as per Annex 2.	10%

8. Evaluation Criteria

Evaluation of proposals will be conducted through a two-phase evaluation process as follows: -

Phase 1 – Technical Evaluation

- a) Mandatory Technical Evaluation Criteria (Pass/Fail): All proposals will be screened based on the mandatory evaluation criteria (pass/fail) as per **Table 3**.
- b) To be considered eligible or technically compliant in the mandatory evaluation a proposal must obtain “Pass” in ALL mandatory criteria. If a proposal obtains “Fail” in ANY of the mandatory criteria, it will be considered technically non-compliant in the mandatory evaluation and will not be considered for financial evaluation.

- Phase 2 - Commercial Evaluation

- a) Mandatory Commercial Evaluation Criteria (Pass/Fail) Financial proposals of all technically compliant proposals/bids that passed through Phase 1, will be screened as per below mandatory criteria in **Table 4**. Bidders are required to specify and elaborate in their financial proposals/bids if there is any reservation to comply to any of the mandatory criterion. A proposal/bid that scores “Fail” in any of the mandatory criteria may be rejected as commercially non-compliant and may not be considered further.
- b) The contract will be awarded to the lowest priced financial proposal.

Table 3: Mandatory Technical Evaluation Criteria

No.	Background & Capacity	Examples of documentary evidence	Type of Evaluation: Pass/Fail
1	The bidder firm has been in business relevant to the Terms of Reference for at least five (10) years	Detailed company profile with key areas of expertise justifying the relevance to the Terms of Reference	Pass/Fail
2	The Bidder is required to provide a statement that they will not subcontract any of the budget allocated to any of the work.	The bidder must provide a letter of confirmation clearly stating the non-allocation of work to any subcontractor	Pass/Fail
3	Bidder must provide curriculum vitae/professional qualifications (max 2 pages) of each key personnel to be assigned to the project. Also include a 1-page organogram indicating roles, location, focal points as well as working languages of the staff assigned to the project.	Curriculum vitae/professional qualifications (max 2 pages) of each key personnel 1-page organogram	Pass/Fail
4	Bidder must submit an Approach and Methodology as the part of technical proposal, to undertake the work	Approach and Methodology	Pass/Fail

Table 4: Mandatory Commercial Evaluation Criteria

No.	Description of Evaluation	Evaluation Criteria	Type of Evaluation
1	The bidder has to submit Financial Proposal covering all cost elements	Financial proposal should be in company letterhead	Pass/ Fail
2	Confirmation that the prices and fees will remain firm and fixed for the entire duration and any extensions thereof.	Bidder to provide this information on their letterhead	Pass/ Fail
3	Confirmation that the proposals will remain valid for 30 days as required by the RFP.	Bidder to provide this information on their letterhead	Pass/ Fail

Form 1: Applicant Information Form

[Name of Applicant]

[All individual firms applying for the project are requested to complete the information in this form]

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 telephone/fax 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 2: Applicant Financial Form

[All individual firms applying for the project are requested to complete the information in this form]

<i>Number</i>	<i>Task/Deliverable</i>	<i>Timeline</i>	<i>Price (\$)</i>
1	Design services: Preliminary and Final Design as per the Scope of Work (Section 4)	End of April 2023	
2	Design services: Tender Documents and Working Files as per the Scope of Work (Section 4)		
3	Site Supervision Services as per the Scope of Work (Section 4)	October 2023	
Total			

Annex 1: Schools Locations

School Name	District	Governorate	اسم المدرسة	GPS coordinates
Baaklin Mixed Intermediate Public School	Shouf	Mount Lebanon	بعقلين المتوسطة الرسمية المختلطة	33.6797510,35.5785910
AlJdeideh Intermediate Public School for Boys	Tripoli	North Lebanon	الجديدة الرسمية للصبيان	34.4386940,35.8404690
Farah Antoun Public School For Boys	Tripoli	North Lebanon	فرح انطون الرسمية للبنين	
Menyarah public school for Girls	Akkar	North Lebanon	منيارة الرسمية للبنات	34.533191,36.064132
Zgharta Secondary Public School	Zgharta	North Lebanon	ثانوية زغرنا الرسمية	34.399632,35.895721
Kfaraakka First Mixed Public School	Koura	North Lebanon	مدرسة كفرعقا الاولى المختلطة الرسمية	34.305015,35.8360170
Bar Elias Elementary Public School	Zahle	Beqaa	بر الياس الرسمية الابتدائية	33.7784230,35.9017060
El Qaa intermediate Public School	Baalbak	Beqaa	متوسطة القاع الرسمية	34.3471200,36.4710790
Joub Jannine secondary Public School	West Bekaa	Beqaa	ثانوية جب جنين الرسمية	33.6282900,35.7983100
Al Nabi Sheet Intermediate Public School	Baalbak	Beqaa	متوسطة النبي شيت الرسمية	33.8706270,36.1084380
Deir Qanoun Ras Al Ain Intermediate Public School	Tyr	South Lebanon	دير قانون راس العين المتوسطة الرسمية	33.2223600,35.2499060
Kafra Elementary Public School	Bint Jbeil	South Lebanon	كفرا الابتدائية الرسمية	33.1727830,35.3353150
Matariet el Choumar Intermediate Public School	Saida	South Lebanon	متوسطة مطرية الشومر الرسمية	33.3389670,35.2856490
Zebdine Intermediate Public School	Nabatiye	South Lebanon	متوسطة زبدين الرسمية	33.3760320,35.4587560

Annex 2: Performance Bond – Cash Retention

- *At the bid submission stage, this form has only to be signed and stamped, no need to be completed.*
- *Once the contract is awarded, the consultant will complete the form and submit it, prior to the contract signature.*

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

Name of the Project: “Request for Proposals (RFP) for Consultancy Services in the Implementation of the Green Schools Component of the GIZ-Funded SUFA Project” (hereinafter called “Bid”)

WHEREAS, [Applicant’s Name], duly represented by [Insert full name of person signing the application] [Insert full legal address], hereinafter called “the Consultant” has undertaken in pursuance of the Contract dated [Date of contract signature] to execute consultancy services to implement the GS component of the SUFA Project, hereinafter called “the Contract” for the Lebanese Center for Energy Conservation having its address at the Ministry of Energy and Water Building, Corniche du Fleuve, 1st Floor, Room 303, Beirut, Lebanon hereinafter called “the LCEC”;

AND WHEREAS it has been stipulated in the said Contract that the Consultant shall furnish the LCEC with an unconditional and irrevocable Performance Bond for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS LCEC has agreed to give the Consultant such a Performance Bond in exchange of a cash retention;

NOW THEREFORE the Consultant hereby affirms that LCEC will be withholding a total of [10% of the Contract Value] as a last payment to the Consultant, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, hereinafter called “the Cash Retention”, and LCEC shall have recourse to the Cash Retention without cavil or argument,

equivalent to [10% of the Contract Value] as aforesaid without needing to prove or to show grounds or reasons for such recourse for the sum specified therein.

The Consultant hereby waives the necessity of LCEC demanding the said debt from the Consultant before having recourse to the Cash Retention.

The Consultant and LCEC, hereinafter jointly called “the Parties”, further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed hereunder or of any of the Contract documents which may be made between the Parties shall in any way release any Party from any liability under this guarantee.

This guarantee shall be valid for one (1) year from the date of issuance of the Final Acceptance Certificate by LCEC.

[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: [Insert full name of Applicant]

[Insert full legal address]

[Insert applicant's authorized representative telephone/Fax]

[Insert applicant's authorized representative mobile phone]

[Insert applicant's authorized representative email]

Signature and Fiscal Stamp