Clarification Questions

1. **Acceptance of Works and Project Governance (Articles 21 and 22)**

1.1 The RFP refers to an Acceptance Committee in accordance with the Public Procurement Law. Please confirm whether the Acceptance Committee has already been constituted and provide the list of members.

The Acceptance Committee has not been formed yet. It will be constituted of technical members from BdL.

1.2 Please clarify the governance structure for the Forensic Audit, including roles and responsibilities.

The Acceptance Committee shall be responsible for overall project governance, coordination with the Contractor, facilitation of access to information, monitoring of progress, and validation of deliverables in accordance with the tender documents.
This committee should continuously report to the Governor and any concerned department at BdL, if needed.

1.3 Please clarify whom the Contractor will formally report to during the engagement (for example, a designated BdL department, project sponsor, committee, or other authority).

The Contractor shall formally report to the Acceptance Committee. For operational efficiency, all formal correspondence, submissions, and deliverables shall be transmitted electronically to the members of the Committee. The email address of the members will be shared with the Contractor at a later stage.

1.4 Please confirm whether any additional steering, oversight, or special committees will be formed for the purpose of supervising the forensic audit.

Experts from the Ministry of Finance and the Ministry of Justice will be periodically briefed on the progress of the engagement and shall receive the preliminary and final reports issued by the Contractor and they shall not interfere with the independence of the Contractor or the technical execution of the engagement.

1.5 Please clarify the objective criteria that will be applied by the Acceptance Committee in determining "satisfactory execution" of deliverables, and confirm that deliverables will not be rejected solely due to disagreement with findings or conclusions, provided the agreed methodology and scope have been complied with.

Acceptance of deliverables and confirmation of satisfactory execution by the Acceptance Committee shall be based exclusively on the objective criteria set out in the tender documents, including compliance with the agreed scope, methodology, timelines, and reporting requirements.

Deliverables shall not be rejected solely on the basis of disagreement with the Contractor's findings, interpretations, or conclusions, provided that the Contractor has adhered to the agreed professional standards, procedures, and contractual obligations.

2. **Purpose and Use of the Reports (Annex 1. (4) Objectives of the Engagement, (8) Deliverables)**
   2.1 Please clarify the intended purpose of the forensic audit and its outputs, including whether the findings may be used to initiate recoveries, legal actions, regulatory proceedings, or other enforcement measures.

   The engagement pursues two distinct yet complementary objectives:

   (i) to certify the quantum of funds disbursed by BdL under the categories specified in the tender documents during the defined period; and

   (ii) to ascertain whether the entities intended to receive such funds were, in fact, the ultimate beneficiaries thereof and they have been put to the use intended for.

   The findings relating to objective (ii) shall be transmitted to the Ministry of Finance and the Ministry of Justice, which may, within their respective legal mandates, assess and determine whether to initiate recovery actions, legal proceedings, regulatory measures, or other enforcement actions in the event of identified violations, including but not limited to fiscal or regulatory breaches.

   2.2 Will the Final Forensic Audit Report be intended for BdL's use only, or may it be shared with external stakeholders? If yes, please provide the list of entities, regulators, judicial authorities, or other institutions who may get access to the Report.

   The BdL, the Ministry of Finance and the Ministry of Justice.

3. **Access to Information and Documentation (Annex 1. (7) Sources of Information)**
   3.1 Please confirm whether all relevant documentation required to perform the audit has been identified and will be made available to the Contractor.

   Confirmed.

3.2 Please clarify the process for requesting information and documentation from other involved parties (e.g., commercial banks, private entities, Ministries).

   All such requests shall be submitted by the Contractor to the BdL via the Acceptance Committee which in turn shall request any data from other entities whether from the public or private sector.

3.3 Please clarify how the Contractor's performance and deliverables will be assessed where records are incomplete, inconsistent, or unavailable, and confirm whether limitations arising from missing documentation may be expressly disclosed in the reports without being deemed non-performance.

The Contractor's performance and deliverables will be assessed based on the **reasonable application of professional standards**, agreed methodologies, and the **best information available at the time of execution**, rather than on the mere existence or completeness of underlying records.

Where records are **incomplete, inconsistent, or unavailable**, the Contractor shall:

1. **Apply alternative, professionally accepted procedures**, including triangulation from independent sources, analytical review, corroborative evidence, and reasonable assumptions grounded in industry practice;
2. **Document the nature, extent, and impact of any information gaps** encountered during the engagement;
3. **Clearly disclose all material limitations** arising from missing or unreliable documentation within the relevant reports, including their potential effect on findings, conclusions, or scope.

Performance will therefore be evaluated against the **quality, rigor, and integrity of the work performed**, the **reasonableness of methodologies adopted**, and the **clarity of disclosures made**, rather than against outcomes that are unattainable due to structural or documentary deficiencies.

4. **Data Handling and Data Location (Annex 1. (7) Sources of Information)**

   4.1 Please clarify whether remote or hybrid working arrangements may be permitted for certain activities (e.g., data analysis, hosting and report drafting), subject to BdL approval.

   Both ways are permitted.

5. Delays and Impact on Timelines (Article 26.c, Annex 1. (7) Sources of Information)

5.1 Please clarify the procedure to be followed if delays occur due to factors outside the Contractor's control, including delayed access to data, documentation, personnel, or approvals.

5.2 How will such delays be reflected in the contractual timeline and acceptance of works?

5.3 Is there a formal mechanism for agreeing revised timelines or escalating delays and limitations in relation to access to information?

5.4 Please confirm whether delay penalties under Article 28 will apply in cases where delays result from factors outside the Contractor's control, including delayed access to documents, incomplete records, or delayed responses from BdL or third parties. Please also confirm the

formal mechanism through which such delays will be acknowledged and approved by BdL for timeline adjustment purposes.
(5.1 till 5.4): There is no separate formal mechanism beyond the agreed contractual framework. Revised timelines or the escalation of delays and information-access limitations will be handled on a case-by-case basis, through mutual agreement between the parties, and in accordance with the general timeline-adjustment clause which will be included in the procurement contract.

The delays (Under Article 28) will not be subject to penalties if they are due to factors outside the Contractor's control.

6. Subcontracting and Use of Specialists (Article 23)
6.1 Article 23 appears to prohibit subcontracting. Please clarify whether the Contractor may engage specialist experts as part of the engagement team.
Yes, the Contractor is permitted to engage specialist experts as part of the engagement team, provided that this does not constitute subcontracting and that all contractual obligations remain the responsibility of the Contractor.

6.2 If permitted, please clarify whether prior BdL approval is required and whether any nationality or location restrictions apply.
There is no general restriction based solely on nationality or location; however, the nationality and/or location must not be linked to a country deemed hostile to Lebanon under Lebanese law (as Israel).

7. Payment Currency (Article 26)
7.1 Please confirm that all payments under the contract will be settled exclusively in USD, with no conversion to Lebanese Pounds.
If the contract is awarded to a foreign (non-Lebanese) company, all payments will be settled exclusively in foreign currency, namely USD, via bank transfer with no conversion to Lebanese Pounds.
If the contract is awarded to a local Lebanese company, all payments will be settled in Lebanese pounds as per the actual US dollar rate.

8. Limitation of Liability (Conditions of Contract)
8.1 Please confirm that the procurement contract will include a mutually agreed limitation of liability consistent with standard professional services practice, and that the final contract form will be subject to the Contractor's review and agreement prior to execution.

A draft of the procurement contract is attached to the Terms of Reference (annex 8).
Any amendments or modifications to the contract terms, if applicable, shall be discussed and agreed upon by both parties in accordance with the applicable procurement framework.
The final procurement contract will be subject to the Contractor's review and agreement prior to execution.