

Summary of the Procurement Contract	
Name of the Procuring Entity	Banque du Liban (BdL)
Address of the Procuring Entity	Banque du Liban (BdL) Beirut - Lebanon Kamal Joumblatt Street P.O.Box 11-5544.
Registration Number and Date	SD00741-2026 – Re-Tendering dated 30 th of April 2026
Procurement Contract Address	Lebanon.
Procurement Contract Subject	Forensic audit of selected transactions involving BdL's foreign assets during the period between October 1 st , 2019 and December 31 st , 2023.
Procurement Contract Method	Public Tender - Consulting Services
Procurement Contract Type	Consulting Services
Bid Validity Period¹	120 days from the bid submission deadline.
Bid Bond²	A bank letter of guarantee issued by a bank acceptable to Banque du Liban (BdL), in favor of BdL for the amount of 20,000 USD.
Validity Period of the Bid Bond³	The validity period of the Bid Bond shall be the bid validity period plus 28 days.
Performance Bond⁴	A bank letter of guarantee issued by a bank acceptable to Banque du Liban (BdL), in favor of BdL. The value of the Performance Bond shall be 10% of the contract value.
Opening Price (for Public Auctions)	N.A.
Evaluation Criteria (Annex 6)	<p>Evaluation Methodology</p> <p>All proposals will be evaluated according to the criteria and scoring matrix provided in this document. The evaluation process will be guided by the following principles as detailed in Annex 6:</p> <ul style="list-style-type: none"> - Methodology and technical soundness (30%) - Relevant experience and qualifications of the firm and team (30%) - Independence and conflict-of-interest safeguards (10%) - Financial proposal and value-for-money (30%)

¹ Article 22 of the Public Procurement Law

² Article 34 of the Public Procurement Law

³ Article 34 of the Public Procurement Law

⁴ Article 35 of the Public Procurement Law



Access to the Conditions of Contract	Published on the Public Procurement Authority e-platform. Interested parties seriously intending to participate in the Tender/RFQ must send an email to the following address: purchasingunit@bdl.gov.lb , attaching the company's commercial circular issued during the last 12 months, 5 days prior to the bid submission deadline.
Bid Submission Location	Banque du Liban - Kamal Joumlatt Street Head Office - Procurement Unit - Bloc B - First Floor.
Site Visit	Not required.
Bid Submission Deadline	18/05/2026 at 11:30 AM
Bid Opening Date	18/05/2026 at 11:30 AM
Deadline to send requests for clarifications	08/05/2026 at 11:00 AM
Deadline for BdL to reply on requests from clarifications	13/05/2026 at 11:00 AM
Bid Opening Place	Banque du Liban, Kamal Joumlatt Street Bloc A- 5 th floor- Legal Department.
Contract Execution Period	Up to 6 months from the date on which the Bank requests the Contractor to commence execution of the procurement contract, including Sundays and official public holidays.
Contract Currency	US dollars.
Contract Payment Terms¹	<ul style="list-style-type: none">• Banque du Liban shall pay the USD-quoted due amounts in Lebanese pound as per the actual dollar rate.• The payment shall be exceptionally settled in foreign currency via a bank transfer to a bank account overseas, only if the contract is awarded to a foreign Contractor.

¹ Article 37 of the Public Procurement Law

Banque du Liban

Terms of Reference For the Procurement Project:

Forensic Audit of Selected Transactions Involving BdL's Foreign Assets during the
Period between October 1st, 2019 and December 31st, 2023.

All the provisions of this TOR have been approved on

Under penalty of bid rejection, bidders are required to strictly comply with the formal and substantive conditions outlined in these Conditions of Contract.

Part One

Special Provisions for Bid Submission and Contract Award

Article 1: Definitions

1. The term “Bank” refers to the procuring entity - Banque du Liban.
2. The term “Bidder” refers to the institution, company, or any natural person submitting a bid.
3. The term “Contractor” refers to the institution, company, or any natural person whose bid has been accepted.
4. The term “Public Procurement Law” refers to Law No. 244/21 of 29 July 2021.
5. The term “Tender” / “Request for Quotation” refers to procurement process taking place through public tender or request for quotation.
6. The term “Tender Committee” refers to the Tender Committee at the Bank as specified in Article 100 of the Public Procurement Law.
7. The term “Acceptance Committee” refers to the Acceptance Committee at the Bank as specified in Article 101 of the Public Procurement Law.
8. The term “Contract” refers to the contract to be signed between the Bank and the Contractor.
9. The term “Procurement Contract” refers to the project for the execution of a “Forensic audit of selected transactions involving BdL’s foreign assets during the period between October 1st, 2019 and December 31st, 2023”, as per the provisions of these Conditions of Contract, Annexes, and the Contract.
10. The term “Conditions of Contract” refers to the terms of reference for the “Forensic audit of selected transactions involving BdL’s foreign assets during the period between October 1st, 2019 and December 31st, 2023” project.

Article 2: Invitation for Bid

1. The Invitation for Bid shall take place through an announcement or publication on the Public Procurement Authority’s centralized e-platform and on BdL website.
2. Annexes to the Conditions of Contract:
 - Annex 1: Bidders Qualifications & List of Technical Requirements
 - Annex 2: Undertaking Letter
 - Annex 3: Integrity Declaration Form
 - Annex 4: Letter of Guarantee
 - Annex 5: Price Lists and Bill of Quantities
 - Annex 6: Price Analysis
 - Annex 7: Compliance Letters (six – 6 – documents)

- Annex 8: Procurement Contract Form (subject to change within the scope of the PUBLIC PROCUREMENT LAW)
- Annex 9: Non-Disclosure Agreement
- Annex 10: Checklist

The Conditions of Contract are published on the Public Procurement Authority centralized e-platform and on BdL website (www.bdl.gov.lb). A copy thereof may be obtained by email after contacting the BdL Procurement Unit.

The Conditions of Contract shall be subject to the provisions of the Public Procurement Law (Law No. 244 of 29 July 2021) and its amendments, and other applicable regulations.

Article 3: Procurement Contract Method and Applicable Criteria

The service contract (consulting) awarded through a Public Tender shall be announced on the Public Procurement Authority's centralized e-platform. The contract shall be temporarily awarded to the administratively, technically, legally and financially responsive bidder, as per the Price Analysis criteria (Annex 6).

Article 4: Conditions for Bidders' Participation

- I- Any legal/natural person that meets the following conditions shall be eligible to participate in the bidding process:
1. Bids are submitted clearly and legibly, without any erasures or corrections.
 2. Bidders declare in their bid that they have reviewed these Conditions of Contract and their appendices, and have obtained a copy thereof; that they accept their terms, undertake to comply therewith and fully execute them without any reservations or corrections of any kind; that they submit their bid on that basis, and affix the required stamp duties to the attached Form of Tender and Declaration Form.
 3. Bidders abide by the obligation of confidentiality established under the Law of 3 September 1956, which covers all the information they may obtain from BdL or may take cognizance of; they also carefully protect such information as for their own personal confidential information.
 4. Any bid containing any reservation or correction is rejected.
- II- The Bidder shall submit two envelopes containing the documents listed below (originals or duly certified copies) as follows:

- **First: Envelope (1): Administrative and Technical Documents**

- **Mandatory Documents:**

1. A commercial circular authenticated by the Trade Register within the last 12 months (certified true copy), specifying the authorized signatory for the Bidder, and bearing the signature of the legally authorized signatory. The company's objects should be clearly stated and consistent with the type of services it provides to BdL.
2. The Certificate of Registration in the Trade Register issued within the last 12 months.
3. If required, a duly authenticated legal authorization to sign on behalf of the Bidder, issued within the last 12 months (a notarized power of attorney along with the specimen of signature of the person authorized to sign on behalf of the bidder), or the Board of Directors minutes of meeting that contain such authorization, issued within one year from the meeting date and duly authenticated by the Trade Register.
4. If required, the duly authenticated (legalized by a notary public) joint venture agreement.
5. The Bidder's Certificate of Registration at the Value Added Tax (VAT) department, issued within the last 12 months, including the Bidder's VAT registration number, if subject to VAT. If not subject to VAT, the Bidder must present a certificate of non-registration. In this case, the bidder shall remain bound by the quoted price, even if it becomes registered for VAT during the execution of contract period.
6. The Bidder's Certificate of Registration at the Ministry of Finance (Revenue Department), issued within the last 12 months.
7. A valid duly authenticated National Social Security Fund Clearance as of the date of the bid opening session, certifying that the bidder has settled all its contributions. The bidder must be registered with the National Social Security Fund, and any certificate bearing the statement "unregistered establishment" shall be rejected.
8. The minutes of meeting of the shareholders' general assembly, with the attendance sheet (specifying the identity and percentage of ownership, with the signature of each person or company holding 20% or more of the capital of the

legal person), issued within three years from the meeting date and authenticated by the Trade Register.

9. A comprehensive statement from the Trade Register, issued within the last 12 months, indicating the founders, members, shareholders, authorized signatories, manager, capital, the bidder's activity and ongoing liabilities, etc.
10. A Compliance Form prepared by the Compliance Unit at the Bank, duly stamped and signed (Annex 7).
11. If the Bidder is a foreign company, the presence of its legal representative is mandatory, or the company should have an agent or representative in Lebanon entrusted with the signature of the documents and the procurement contract.

In this case, the foreign Bidder should also submit the following:

- The Certificate of Registration of the institution or company at relevant authorities in the home country, authenticated by the Lebanese Embassy/consulate, the Ministry of Foreign Affairs of the Home Country and the Lebanese Ministry of Foreign Affairs and Emigrants, and issued within the last 12 months.
 - A statement from the Lebanese Ministry of Economy and Trade authenticated within three months from the date of the contract award session, proving that the Bidder is subject to the Israel Boycott Law.
 - The documents listed in Article 4, Paragraph II-First according to the laws of the country where the bidder is located, provided that these certificates are authenticated according to the regulations of the competent authorities (the Lebanese Embassy/Consulate in the Home Country and the Ministry of Foreign Affairs of the Home Country and the Lebanese Ministry of Foreign Affairs and Emigrants).
12. A statement issued by the competent Court (Trade Register) within the last 12 months, proving that the bidder is not bankrupt.
 13. A statement issued by the competent Court (Trade Register) within the last 12 months, proving that the bidder is not under liquidation.
 14. A statement of the Bidder's election of domicile (clear address, email, phone number, etc.) for the purpose of communicating and receiving all notifications.
 15. An Undertaking Letter (Declaration) as per Annex 2, duly signed and bearing the required stamp duties of /1,000,000/ LBP.

16. A bank letter of guarantee (Bid bond) as per Annex 4, duly stamped and signed.
17. These Conditions of Contract, duly stamped and signed.
18. The Price Lists and Bill of Quantities, duly stamped and signed, excluding prices (the original price lists submitted to the Bidder) (Annex 5).
19. The List of Technical Requirements (Annex 1), duly stamped and signed, along with the Bill of Quantities.
20. A list with some of the Bidder's clients and similar projects in terms of size and nature executed by the latter in last five years, including the full addresses, phone numbers and emails of these clients.
21. A police record for the authorized signatory, issued within three months from the meeting date.
22. A certificate issued within the last 12 months by the municipality where the Bidder's headquarters are located (according to the Trade Register Certificate), showing that all due municipal fees have been fully paid.
23. Copies of identification documents (ID card/passport) for any individual representing the Bidder (those acting on behalf of the bidder in their relationship with the contracting authority: legal representative, representative of the legal entity, or authorized signatory).
24. Copies of identification documents (ID card/passport) for any beneficial owner.

All bidding documents should be duly authenticated, and numbered in the order they appear in attached Checklist. Each Bidder shall be responsible for the accuracy of the information submitted. Failure to strictly comply with the contents and conditions of the above-mentioned documents and/or non-responsiveness of the submitted bid to the required technical specifications, especially non-compliance with the Lists prepared by the Bank, shall lead to the non-opening of the sealed envelope containing the price lists and, consequently, to the outright rejection of the bid.

- **Second: Envelope (2): Price Lists**

The Bidder shall submit the Price Lists and Bill of Quantities, duly signed and stamped, in a sealed envelope bearing the procurement subject and the Bidder's name as per Annex (5), comprising the unit and total price (in US dollar). Prices shall be written in both figures and letters without any scratch, erasure, or unverified interlineation of words. In case of a discrepancy between figures and written words, the lower amount shall prevail.

Prices shall include all expenses, fees, and taxes, including VAT if due, along with wages, fees, transportation costs, and any other charges due before and throughout the contract execution period.

The Bidder must provide a detailed breakdown of the price, along with the total price of the procurement contract, including VAT.

The Bidder should abide by the prices submitted in the bid and shall not be entitled to any modification or reconsideration thereof throughout the contractual period, should it be awarded the contract.

The Bidder is required to write on each envelope the contents thereof, the procurement contract subject, the date of the offers opening session, and the Bidder's name. Both envelopes should be placed in a single outer envelope bearing only the procurement contract subject and the date of the offers opening session, without any distinctive expression or mark such as the Bidder's name, status, or address, under penalty of bid rejection.

Article 5: Joint Bids (Article 23 of the Public Procurement Law)

It is not allowed for several suppliers, service providers, or Contractors participate in the execution of this project, under a notarized partnership or joint venture agreement.

Article 6: Requests for Clarification (Article 21 of the Public Procurement Law)

The Bidder may request a written clarification on the Conditions of Contract, within ten days prior to the bid submission deadline, via email to the following address: purchasingunit@bdl.gov.lb

Banque du Liban should reply at least six days prior to the bid submission deadline. The clarification shall be sent in writing simultaneously to all bidders, without disclosing the identity of the requesting party. The provisions of Article 21 of the Public Procurement Law

shall apply if BdL deems it necessary to amend the Conditions of Contract for any reason, whether on its own initiative or following any Bidder's request for clarification, and for all matters relating to meetings with bidders. BdL may also, when necessary, schedule a site visit for prospective bidders.

Article 7: Bid Validity Period (Article 22 of the Public Procurement Law)

1. These Conditions of Contract shall set the bid validity period at 120 days from the bid submission deadline.
2. BdL may request bidders, prior to the end of their bid validity period, to extend that period for a specific time limit. Bidders may reject such a request without causing the forfeiture of their Bid Bond.
3. Bidders that agree to extend their bid validity period must also extend the validity period of their respective Bid Bond, or provide new Bid Securities that cover the extended period. Bidders that do not extend their Bid bond, or do not provide a new Bid Bond, are deemed to have rejected the request to extend their respective bid validity period.
4. Bidders may modify or withdraw their bids prior to the bid submission deadline, without causing the forfeiture of their Bid Bond. The modification or withdrawal request shall become effective upon receipt by the Procuring Entity prior to the bid submission deadline.
5. In case the Complaints Authority imposes a standstill period as per the provisions of Chapter 7 of the Public Procurement Law, the bid validity shall be automatically extended for a period of time equivalent to the standstill period. Bidders shall extend their Bid Bond validity period accordingly.

Article 8: Bid Bond (Article 34 of the Public Procurement Law)

1. The Bid Bond for this procurement contract shall be set at 20,000 USD as per Annex 4.
2. The validity period of the Bid Bond shall be set at 148 days from the date of the bid opening session.
3. The Bid Bond shall be automatically renewed until a decision is made to return it to the Bidder.
4. The Bid Bond shall be returned to the Contractor when the latter submits a Performance Bond, and to unsuccessful bidders by the contract implementation date.

Article 9: Performance Bond (Article 35 of the Public Procurement Law)

1. The amount of the Performance Bond shall not exceed ten percent (10%) of the contract value, as per Annex 4.
2. The Performance Bond must be submitted within fifteen (15) days from the contract signature date. Failure to submit the Performance Guarantee shall result in the forfeiture of the Bid Bond.
3. The amount of the Performance Bond shall be blocked throughout the contract duration, and shall be directly reduced by any fines, irregularities, defects or damages caused by the Contractor, without prior notice and upon first demand, until the Contractor fulfills all the obligations.
4. The Performance Bond shall be returned to the Contractor after the contract expiration and final delivery of the project, which takes place once the Acceptance Committee verifies in writing that the procurement contract was duly executed.

Article 10: Method of Payment of Guarantees (Article 36 of the Public Procurement Law)

The Bid Bond and the Performance Bond shall be submitted by means of an irrevocable bank letter of guarantee issued by a bank acceptable to BdL, showing that it is payable upon first demand. The Bid Bond shall be submitted for the procurement contract in favor of BdL.

Article 11: Bid Submission

1. Bids shall be sent by post or delivered by hand directly to the Procurement Unit at Banque du Liban.
2. Bids submission deadline shall be set as per the relevant announcement published on the Public Procurement Authority's centralized e-platform. (The bid opening session shall be held immediately upon the expiration of the bid submission deadline).
3. Banque du Liban shall provide each Bidder with a receipt bearing a serial number and the date of receipt of the bid by hour, day, month, and year.
4. Banque du Liban shall guarantee the safety, security, and confidentiality of the bid, and shall ensure that its contents remain undisclosed until the bids are duly opened.
5. Any bid received by Banque du Liban after the bid submission deadline shall not be opened and shall be returned, sealed, to the Bidder.
6. A Bidder may submit one bid only; otherwise all of their bids shall be rejected.

Article 12: Opening and Evaluation of Bids

1. Bids shall be opened by the Tender Committee specified in Article 100 of the Public Procurement Law, at BdL headquarters, Legal Department, Block A, fifth floor. This Committee shall exclusively examine the bidding documents, open and evaluate bids, then determine the accepted bidder administratively, technically, legally and financially.
2. The Chairperson and all members of the Tender Committee shall recuse themselves upon identifying any conflict of interest with a participant in the procurement process, or as soon as they become aware of such a conflict.
3. The Tender Committee may resort to experts, whether or not among BdL personnel, for assistance in technical and financial evaluation, if necessary, based on a decision taken by the relevant authority at BdL. The provisions of the Public Procurement Law shall apply to the selection of experts from outside BdL.
4. Experts shall be bound by obligations of confidentiality and impartiality in the performance of their duties. They are not entitled to make any decision on behalf of the Committee, to participate in its deliberations or disclose their content. They may be invited by the concerned parties to be heard and to provide explanations. They must submit to the Committee a written report to be mandatorily included in the minutes of meeting of the contract award session.
5. In case of divergence of opinion among the Committee members, decisions shall be taken by a majority of the members, and dissenting members shall record the reasons for their disagreement in writing.
6. All bidders participating in the contract award process or their duly authorized representatives are entitled to attend the bid opening session.
7. Bids shall be opened in a public session in the presence of interested Bidders, on the designated bid opening date, according to the following mechanism:
 - a- The single outer envelope is opened for each Bidder separately, and the bidder's name is announced among the participants in the bidding process.
 - b- Bids are opened in a two-stage process:
 - **Stage one:**

Envelope (1) (Administrative and technical documents specified in Article 4-II above) is opened; the requested documents are sorted and examined as a preliminary step for the pre-qualification of bidders eligible to participate in the bid price comparison.

The sealed envelopes containing the price lists and Bill of Quantities are retained until their opening in the second stage.

The Bank examines the remaining documents; non-responsive bids are rejected.

➤ **Stage two:**

Once the documents are examined, Envelope (2) (Price lists) of each pre-qualified bidder is opened separately, the necessary calculations are made, and the total price submitted by each Bidder is recorded, including VAT, if applicable, in preparation for the bid comparison process and the announcement of the pre-selected contractor. The Tender Committee corrects any purely arithmetical errors identified when examining the bids submitted as per the provisions of the Conditions of Contract, and immediately notifies these corrections to the concerned Bidder, if the latter is attending.

Banque du Liban may conduct the above-mentioned two-stage process on the same day, whenever needed.

8. The Tender Committee may request from any bidder in writing, at any stage of the procurement process, clarifications on the qualifications-related information or on the bids, which helps in verifying the qualifications or examining and evaluating submitted bids.
9. Minutes of the bid opening session shall be recorded in writing and signed by the Chairperson and members of the Tender Committee. An attendance sheet shall be prepared and signed by the attending representatives of Banque du Liban and the Public Procurement Authority, the bidders and their representatives, as proof of their attendance. All information and documents related to the session proceedings shall be kept in the Procurement Process Record mentioned in Article 9 of the Public Procurement Law.
10. No material change to the information pertaining to qualifications or to the submitted bid may be requested or authorized, including changes intended to render an initially ineligible bidder eligible, or to render a non-responsive bid responsive.
11. No negotiations shall take place between Banque du Liban or the Tender Committee and the Bidder about qualifications-related information or submitted bids, nor shall any pricing modification be made following a clarification request from the Bidder.
12. All the correspondence conducted under this Article shall be kept in the Procurement Process Record, as per Article 9 of the Public Procurement Law.
13. In case the bid information or documents are incomplete or inaccurate, or if a specific document is missing, the Tender Committee may request in writing from the concerned Bidder clarifications about the bid, or may request the latter to submit or complete the relevant documents or information within a specific timeframe, provided that all the correspondence is written, and that the principles of transparency and of bidders' equal

treatment are observed in the written requests for clarification or completion, without prejudice to the provisions of Article 21, Paragraph II-3 of the Public Procurement Law.

14. The provisions of Article 55 of the Public Procurement Law shall apply to the evaluation of bids.

Article 13: Exclusion of Bidders

The Procuring Entity shall exclude from the procurement process the Bidder that has proposed any benefits, or has an unfair competitive advantage, or is involved in a conflict of interest, in one of the two cases specified in Article 8 of the Public Procurement Law.

Article 14: Prohibiting Negotiations with Bidders (Article 56 of the Public Procurement Law)

Negotiations on a proposal submitted by a Bidder shall be prohibited between Banque du Liban or the Tender Committee, and the concerned Bidder.

Article 15: Preferential Rules (Article 16 of the Public Procurement Law)

Notwithstanding any other text, bids that include goods or services of domestic origin may be granted a 10% margin of preference over the bids offering foreign goods or services. Preference shall be granted to the components of the bid that are of domestic origin.

Article 16: Cancellation of the Procurement and/or any of the Procedures thereof

Banque du Liban may, at any time, cancel the procurement and/or any of the procedures thereof, prior to notifying the selected Bidder of the intention to sign the contract, in the cases specified in Article 25 of the Public Procurement Law.

Part Two

Provisions Related to the Contract and the Execution thereof

Article 17: Rules for Accepting the Successful Bid (or Provisional Award) and Initiating Contract Execution

1. Banque du Liban shall accept the submitted successful bid, unless:
 - a- The Bidder that submitted the successful bid becomes ineligible, as per Article 7 of the Public Procurement Law; or
 - b- The procurement is cancelled as per Article 25 (1) of the Public Procurement Law; or
 - c- The successful bid is rejected on the grounds that its price is considered abnormally low, as per Article 27 of the Public Procurement Law; or
 - d- The bidder that submitted the successful bid is excluded from the procurement process for the reasons set out in Article 8 of the Public Procurement Law.
2. After verification of the successful bid, Banque du Liban shall notify the concerned Bidder and shall simultaneously publish its decision to accept the successful bid (provisional award), which becomes effective at the end of the ten-day standstill period, starting from the date of publication. The publication should contain, at least, the following information:
 - a- The name and address of the successful Bidder (the provisional Contractor);
 - b- The value of the bid, along with a summary of all other specificities and competitive advantages of the successful bid, in case the verification thereof was based on price and other criteria;
 - c- The standstill duration as per this subparagraph;
3. Upon expiration of the standstill period, BdL shall promptly notify the provisional Contractor of the need to sign the contract within fifteen days at most.
4. The competent authority at BdL shall sign the contract within fifteen days from the signature thereof by the provisional Contractor. This time limit may be extended to thirty days in specific cases to be determined by Banque du Liban.
5. The contract shall become effective upon its signature by both the provisional Contractor and the competent authority at Banque du Liban.
6. Neither BdL nor the provisional Contractor shall take any action that conflicts with the contract's commencement or the procurement process execution, throughout

the period extending from the notification of the provisional Contractor until the contract's entry into force.

7. In case the provisional Contractor refuses to sign the contract, BdL shall forfeit the bidder's Bid Bond. In such a case, BdL may either cancel the procurement or select the most advantageous bid among other still-valid successful bids, in accordance with the criteria and procedures specified in the Public Procurement Law and the bidding documents.

The provisions of this Article shall apply to that bid, once the required amendments are made.

Article 18: Rules for Abnormally Low and Abnormally High Bids (Article 27 of the Public Procurement Law and Memorandum No. 4/PPA/2026)

1. Abnormally Low Bids:

BdL may reject any submitted bid if it considers that the price thereof, together with all its other constituent elements, is abnormally low compared to the subject of the procurement and its estimated value. In this respect, the provisions of Article 27 of Public Procurement Law No. 244/2021 shall apply, in particular with regard to verifying whether the bidder is capable of performing the procurement contract at the proposed price.

2. Abnormally High Bids:

BdL may reject any submitted bid if it considers that the price thereof, together with all its other constituent elements, is abnormally high compared to the subject of the procurement and its estimated value. The determination of whether a price is abnormally high shall fall within the responsibility of the procuring entity, and the relevant provisions of Public Procurement Law No. 244/2021 shall apply in this regard, in particular Article 25 thereof.

Article 19: Contract Duration

The contract duration is up to 6 months, starting from the date on which the Bank requests the Contractor to commence execution of the procurement contract, including Sundays and official public holidays.

Article 20: The Contract Value and the Conditions for its Modification (Article 29 of the Public Procurement Law)

1. The agreed-upon fees in the contract shall be fixed and not be subject to modification or review, except as permitted during contract execution within the limits specified by the modification and review terms in the following exceptional cases:
 - a- In accordance with tax amendments that cause an increase in the cost of contract execution;
 - b- When additional quantities of works, goods, equipment, technology, or services are requested from the same supplier or Contractor, due to the need for standardization of specifications or compatibility with existing goods, equipment, technology, services, or works, taking into consideration the efficiency of the initial procurement process in meeting BdL needs, provided that the additional value does not exceed 20% of the initial value for goods and services contracts, and 15% for works contracts;
 - c- In the case specified in Article 46 (3) of the Public Procurement Law;
 - d- Upon the issuance of laws and decrees that impact the contract value, provided this is justified by a report from the Procuring Entity.
2. The terms of the contract award announcement specified in Article 26 of the Public Procurement Law shall be taken into consideration when the contract value is modified.

Article 21: Contract Execution and Acceptance (Article 32 of the Public Procurement Law)

1. The procurement (supplies, works, or services) shall be received by the Acceptance Committee mentioned in Article 101 of the Public Procurement Law. This Committee shall submit its report within thirty days from the date on which the Contractor submits the acceptance request.
2. Consultancy services shall be received by the entity responsible for supervising the contract execution, if any.
3. If the nature and size of the procurement contract requires a period exceeding the above-mentioned thirty days, the Committee must justify the reasons thereof in writing and submit its suggestions in this regard, provided that the time limit does not exceed, in all cases, sixty days as of the date on which the Contractor submits the acceptance request.

Article 22: Acceptance of Services (Article 101 of the Public Procurement Law)

1. Acceptance shall take place in two stages: provisional and final. It may also take place in a single time, or in several stages, with each stage covering a part of the procurement contract (modified as per the nature of the project and the acceptance method).
2. The acceptance deadline shall be mentioned in the contract terms.
3. Acceptance shall take place as per the provisions of Article 101 of the Public Procurement Law.

Article 23: Subcontracting (Article 30 of the Public Procurement Law)

1. The prime Contractor must personally execute the contract, shall remain liable toward BdL for the execution of all the terms and conditions thereof, and shall be prohibited from subcontracting all of the contractual obligations to third parties.
2. The Contractor may not outsource to a subcontractor the execution of a portion of the contract or all the obligations thereof.

Article 24: Supervision of the Execution and related Statements (Provisions of Article 31 of the Public Procurement Law shall apply)

➤ **First: Supervision:**

1. In contracts of services for the benefit of BdL, supervision shall take place concurrently with the execution of required services, in a way to ensure work continuity, compliance with required specifications, and achievement of expected results, before the provisional acceptance date.
2. Supervision shall be carried out by a specialized and experienced person qualified to monitor the work, and selected among BdL employees, or appointed from outside the Bank if needed. In that case, a contract shall be concluded with the supervisor as per the provisions of the Public Procurement Law.
3. As a result of the supervision, periodic reports shall be submitted on the work progress and the execution description. The supervisor must notify BdL of any violation or misconduct occurring at the work sites.
4. The supervisor shall be present at the work sites in a way to ensure the work soundness and continuity, shall audit statements of works, attend the delivery of offices or work sites and the provisional and final acceptance process, express opinions on the Contractor's suggestions and the modifications needed for contractual works, make appropriate suggestions for a proper execution of the services, and submit a relevant report to BdL for proper decision.

5. The supervisor shall be personally liable for any failure to fulfill his/her obligations under this Article, and shall be subject to the sanctions specified in Chapter 8 of the Public Procurement Law.

➤ **Second: Statements of Works**

The Contractor shall submit to BdL the various statements related to goods, services, or works, for review and approval.

Article 25: Accidents and Liabilities

- The Contractor shall be fully liable for all risks and accidents that may harm other parties and persons working under their authority throughout the duration of the works, and shall also be liable for all damages caused to the Bank's equipment due to or during the execution of the works, and should take all necessary measures to prevent such occurrences.
- The Contractor must repair any malfunction or damage caused to the Bank's equipment as a result of their works.
- In case of violation, BdL shall take the necessary measures at the Contractor's expense and responsibility.

Article 26: Payment of the Contract Value (Article 37 of the Public Procurement Law)

- a- The contract value shall be set as a lump sum in US dollar (hereinafter the Value). The Value shall include all expenses, fees, and taxes related to the contract execution, including VAT, transportation expenses, wages and salaries, and any other charges due before or throughout the contract execution period. The Contractor may not request any increase on the Value, for any reason, whatever its nature or origin, or in favor of any party.
- b- BdL shall disburse to the Contractor the USD-quoted Value or in Lebanese pounds based on the US dollar rate applied on the date of each payment.
The payment shall be exceptionally settled in foreign currency via a bank transfer to a bank account overseas, only if the contract is awarded to a foreign Contractor.
- c- The final value should be settled as per the following:
 - o A down payment equivalent to 20% of the Value, provided that it does not exceed in any case a ceiling set at fifteen billion Lebanese Pounds, to be disbursed within 15 business days from the contract signature date, against a letter of guarantee for the same amount (**Advance payment guarantee letter**) submitted by the Contractor to BdL **as per Annex 4**. The down payment guarantee letter is returned to the Contractor

after the submission of the Inception Report and following BdL's written approval of satisfactory execution.

- A second payment equivalent to 40% of the Value to be disbursed within 15 business days from the date of BdL's written approval after the submission of the last Interim Progress report and upon the satisfactory execution.
- A final payment equivalent to 40% of the Value to be disbursed within 15 business days from the date of BdL's written approval after the submission of the Final Forensic Audit Report and upon satisfactory execution, as per all the conditions and specifications agreed upon between the parties and detailed in the bid, the List of Technical Requirements, and the contract (**Provisional Acceptance**).

It should be noted that the Value shall be exceptionally paid in foreign currency by means of a bank transfer to a bank account outside Lebanon, only if the contract is awarded to a foreign Contractor, pursuant to the conditions detailed above.

- d- The Contractor shall pledge, within a maximum time limit of 15 days from the contract signature date, to submit to BdL a bank letter of guarantee **as per Annex 4**, guaranteeing the Contractor's sound execution of contractual obligations, and amounting to 10% of the Contract Value (**Performance Bond**). The Performance Bond shall be returned to the Contractor 30 days after the contract expiration and following the Bank's final and written approval of satisfactory execution (**Final Acceptance**).
- e- BdL may automatically offset any amount owed to the Contractor against any amount owed to BdL, particularly the amount of the coercive fine that might be imposed on the Contractor as per the provisions of Article 28 below.

Article 27: Stamp Duties and Fees

- If the Contractor is a local company:

All stamp duties and fees due under this contract in accordance with applicable regulations and laws, shall be borne by the Contractor, including VAT.

The stamp duties amounting to 4 per mille (‰) shall be paid within five business days from the date the Contractor is notified of the contract's authentication.

- If the Contractor is a foreign company:

All stamp duties and fees due under this contract in accordance with applicable regulations and laws, shall be borne by the Contractor, including 11% VAT and Income tax equivalent to 8.5% of the Contract Price.

The fiscal stamp duties amounting to 0.4% shall be paid by the Contractor within five business days from the date the Contractor is notified of the contract's authentication.

BdL shall withhold the VAT and the Income tax on behalf of the Contractor to be settled to the tax authority.

If any changes regarding the applicable taxes, duties or fiscal fees in Lebanon occur, these changes shall be automatically applicable to the Contract.

Article 28: Penalties (Article 38 of the Public Procurement Law)

The Contractor must comply with the time limits specified in the contract, under penalty of paying the penalties stipulated therein.

Penalties for violation of the contract provisions shall be automatically imposed on the Contractor, with no need to prove damages.

A cash delay penalty amounting to 1% of the contract value shall be calculated for each day of delay in the completion of required works, and any fraction of a day shall be considered a full day, provided that these penalties do not exceed 10 % of the contract value. In case delay penalties exceed 10% of the contract value, the Procuring Entity has the right to revoke the contract, and the provisions of Article 33 of the Public Procurement Law shall apply. In all cases, the Performance Bond shall be temporarily forfeited until the settlement of the procurement contract.

Article 29: Reasons for Contract Termination and Consequences (Article 33 of the Public Procurement Law)

➤ **First: Breach of Contract**

If the Contractor violates the contract execution terms or the provisions of these Conditions of Contract, BdL may serve the Contractor with a prior written notice to comply with all obligations within five to fifteen days. The Contractor failing to fulfill the obligations within the specified time limit shall be considered in breach of contract, and the contract shall be automatically terminated with no need for any notice. The measures specified in Article 33, Paragraph Fourth-1 of the Public Procurement Law shall apply.

➤ **Second: Termination of Contract**

1. The contract shall be automatically terminated with no need for any notice in the following cases:

- a) If the Contractor is a natural person, upon his/her death, unless BdL approves a request by the heirs to pursue the contract execution.
 - b) If the Contractor becomes bankrupt, insolvent, or the company is dissolved. In such cases, the provisions of Article 33, Paragraph Fourth-2 of the Public Procurement Law shall apply.
2. BdL may terminate the contract if the Contractor fails to fulfill any of the contractual obligations due to force majeure.

➤ **Third: Revocation of Contract**

1. The contract shall be automatically revoked with no need for any notice in any of the following cases:
 - a) If a final judgment is issued against the Contractor for corruption, collusion, embezzlement, fraud, money laundering, terrorist financing, conflict of interest, forgery, or fraudulent bankruptcy, in accordance with applicable laws.
 - b) If any of the situations mentioned in Article 8 of the Public Procurement Law occurs.
 - c) If the Contractor becomes ineligible.
2. In the event of contract revocation for any of the reasons stated in Subparagraph 1 above, the measures specified in this Article, Paragraph Fourth (1), shall apply.

➤ **Fourth: Consequences of Contract Termination**

1. In the event of any of the above-mentioned breaches of contract or revocations, or in other cases specified in Article 33 of the Public Procurement Law, the provisions of Article 33, Paragraph Fourth, shall immediately apply, notwithstanding any other text.
2. No compensation shall be due for the services provided or works executed by any person proven to have committed any of the crimes specified in Article 33, Paragraph Third (1-a) of the Public Procurement Law.
3. The decision to terminate the contract and its underlying reasons shall be published on the Public Procurement Authority's centralized e-platform.

Article 30: Deduction from the Guarantee (Article 39 of the Public Procurement Law)

In case any amount is due by the Contractor during the execution, in accordance with the terms and conditions of the contract, BdL shall have the right to withhold this amount from the Performance Bond and request the Contractor to compensate that amount within a specified timeframe, otherwise the latter shall be considered

in breach of contract pursuant to the provisions of Article 33, Paragraph First of the Public Procurement Law.

Article 31: Exclusion (Article 40 of the Public Procurement Law)

The exclusion provisions shall apply to the Contractor that is considered in breach of contract or is sentenced by a Court, as specified in Article 40 of the Public Procurement Law.

Article 32: Force Majeure

If exceptional circumstances beyond the Contractor's control prevent delivery within the specified timeframe, the Contractor must immediately notify BdL in writing of any default or delay in execution, with the reasons and expected duration thereof. If the default or delay in execution exceeds a time limit of 15 business days, and no agreement is reached between the two contracting parties, BdL may, at its sole discretion, (a) revoke the contract or (b) extend the said time limit, but only in justified and exceptional cases. In case of revocation of the contract due to force majeure, BdL must return to the Contractor the Performance Bond mentioned in Article 26 (c) above.

Article 33: Integrity

The provisions of Article 110 of the Public Procurement Law shall apply.

Article 34: Competent Jurisdiction

The interpretation and execution of the contract shall be governed by applicable laws and regulations of Lebanon. The Courts of Beirut shall have exclusive jurisdiction over any disputes arising from the interpretation and execution of this contract.

Article 35: Miscellaneous Provisions

- Unless otherwise provided for by these Conditions of Contract, the Contractor shall be subject to the provisions of Public Procurement Law No. 244 of 29 July 2021 and its amendments.
- The Bidder shall sign the copies of the Conditions of Contract and all annexes thereto, acknowledging that they have been read and accepted as a binding basis for the execution of the submitted Bid.

Annex 1

Bidders Qualifications & List of Technical Requirements

1. Bidders Qualifications

- All the below credentials are mandatory pre-qualification requirements.
- If a bidder fails to provide any one of them, they are disqualified and do not proceed to the technical evaluation stage.
- Only bidders who meet all requirements proceed to the technical evaluation stage, where scoring/weighting applies.

Requirement	Description	Compliant (Yes/No)
Legal Registration	The bidder must be a legally registered firm/entity with valid certificate of incorporation/registration.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Practicing License	Valid audit/forensic audit practicing license from a recognized regulatory/professional body.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Expertise & Years of Experience	<p>The bidder must demonstrate at least 5 years of experience in:</p> <ul style="list-style-type: none"> • Forensic accounting, financial crime investigation, and audit of central banks or public entities. • Similar engagements in crisis or post-crisis environments. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Expertise	Adequate knowledge of applicable local legislation and the operational context.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Professional Accreditation	The bidder must provide evidence that its engagement team includes: At least two team members, each with a valid professional certification and practicing license (or equivalent).	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Introduction

The Banque du Liban (“BdL”) invites qualified and experienced forensic auditing firms to submit proposals to conduct a forensic audit of selected transactions involving BdL’s foreign assets during the period between October 1st, 2019 and December 31st, 2023.

This engagement seeks to provide an independent, comprehensive, and evidence-based assessment of transactions carried out by BdL during Lebanon's financial crisis, particularly those involving reserves and commercial bank deposits held at BdL and utilized in the context of government-directed policies.

3. Background

Since late 2019, Lebanon has faced an unprecedented financial and social crisis. The Central Bank played a pivotal role in implementing government subsidy policies and facilitating external payments. However, questions have arisen concerning the use of foreign assets during this period, the transparency of transactions, and the adequacy of internal governance and controls.

The BdL, in consultation with government stakeholders, has therefore resolved to commission an independent forensic audit to clarify and document these matters.

4. Objectives of the Engagement

The primary objectives of the forensic audit are to:

1. Identify, reconstruct, and validate transactions conducted by BdL using foreign assets during the period between October 1st, 2019 and December 31st, 2023.
2. Establish the nature, purpose, and beneficiaries of such transactions, including compliance with applicable mandates.
3. Detect and document any discrepancies, irregularities, or governance gaps in the execution of such transactions.
4. Provide a clear, evidence-based narrative of BdL's role in subsidy programs on one side, and transfers to commercial banks and payments on behalf of the Government on the other.

5. Scope of Work

The forensic audit shall cover, at minimum, the following categories of transactions:

a. Subsidy-related Disbursements

- Utilization of BdL's reserves and commercial bank deposits to subsidize essential imports (fuel, wheat, medicines, industrial raw materials, foodstuffs, and other eligible commodities).
- End-to-end tracing of fund flows, from ministry approval to commercial bank transfer, BdL reimbursement, and final beneficiary receipt.
- Examination of policy execution mechanisms and whether subsidies reached intended sectors and consumers.

a.1 Eligibility and Integrity of Beneficiaries (Related Ministries)

- Verification of importer eligibility as determined by competent ministries.
- Assessment of whether approvals complied with program criteria (goods type, quantities, and pricing).

a.2 Authenticity of Imports and Documentation (Related Ministries)

- Confirmation that subsidized goods were truly purchased, shipped, and imported into Lebanon.
- Cross-checking MT103s, invoices, shipping documents, customs data, and warehouse records.

a.3 Pricing Compliance and Market Delivery (Related Ministries)

- Verification that imported goods were sold at the regulated subsidized prices.
- Assessment of distribution channels to determine whether goods reached the Lebanese market and were not diverted, re-exported, hoarded, or sold at inflated margins.

a.4 Evaluation of Stakeholder Responsibilities

- **Ministries:** Review of their approval, verification, market monitoring, and sanctioning functions.
- **Commercial Banks:** Evaluation of their KYC/AML procedures, document checks, transaction verifications, and internal controls.
- **BdL:** Assessment of its documentary review and reimbursement processes.

a.5 Detection of Red Flags and Irregularities

- Identification of inflated invoices, fictitious imports, fraudulent approvals, mismatched quantities, or suspicious beneficiaries.
- Detection of illicit profits derived from diversion, smuggling, or black-market resale.

The audit must ultimately determine whether subsidized goods entered Lebanon in the approved quantities, for eligible beneficiaries, and were sold to consumers at the correct subsidized prices.

b. Transfers to Commercial Banks and Payments on behalf of the Government of Lebanon

- Transactions executed by BdL to transfer funds to commercial banks, purportedly to replenish their correspondent accounts abroad.
- Review of underlying justifications, beneficiaries, and reconciliations with banking records.
- Disbursements executed by BdL to cover obligations related to:
 - Letters of Credit.
 - Fuel procurement and other essential imports.
 - Repayments of credits or obligations due to international donors and entities.
 - Relevant National Security Institutions.
 - Internal Diplomatic Missions.

6. Period of Audit

The audit will focus primarily on the “suspect period” between October 1st, 2019 and December 31st, 2023, during which significant reserve depletion occurred. This timeframe is considered critical for understanding the scope, nature, and impact of BdL’s foreign asset transactions.

7. Sources of Information

The primary source of information shall be records maintained by BdL, including:

- Accounting records, ledgers, and trial balances.
- Transaction reports, Statement of Accounts and reconciliations.
- Internal memoranda, correspondence, and approvals.
- Audit trails, swift records and payment instructions.
- Testimonies and clarifications from BdL personnel.

Additional supporting documentation may be made available from the Ministry of Finance and other government entities, but the focus of the audit will remain on BdL’s internal records.

8. Deliverables (with a clear plan within a 6-month timeline):

The selected forensic auditor will be expected to produce separately for 5(a) and 5(b):

1. Inception Report: Detailing methodology, information requirements, and final work plan.
2. Interim Progress Reports: Summarizing preliminary findings, emerging issues, and data gaps.
3. Final Forensic Audit Report: Including:
 - o Comprehensive documentation of all reviewed transactions.
 - o Clear mapping of fund flows and beneficiaries.
 - o Identification of irregularities, discrepancies, or governance gaps.
 - o Recommendations for corrective actions, safeguards, or reforms.

All the above-mentioned deliverables should be detailed in a clear 6-month timeline. The Final Report must be evidence-based, suitable for presentation to BdL, the Government of Lebanon, and international stakeholders.

9. Qualifications of the Auditor

Proposing firms must demonstrate:

- Extensive experience in forensic accounting, financial crime investigation, and audit of central banks or public entities; (As per criteria 2 detailed in Annex 6).
- Track record of similar engagements in crisis or post-crisis environments (examples of past assignments must be cited); (As per criteria 2 detailed in Annex 6).
- Capacity to deploy senior forensic accountants, data analysts, and investigators with multilingual ability (Arabic, English, French preferred); (As per criteria 2 detailed in Annex 6).
- Robust independence, impartiality, and ability to withstand political pressures. (As per criteria 3 detailed in Annex 6).

10. Technical Sheet – Operational & Logistical Requirements

Section	Details
Work Environment & Location	Primary Office Location: On-site presence at Banque du Liban headquarters in Beirut is mandatory. Facilities Provided: Office space with standard utilities (desks, chairs, internet, printing, and secure storage). Security & Confidentiality: Access to sensitive files will require prior clearance and adherence to BdL confidentiality protocols.
Working Hours	Days per Week: Monday to Friday (5 working days). Hours per Day: 7 hours per day (08:00–15:00 Beirut time). Flexibility: Extended working hours may be arranged upon BdL’s approval.
Documentation & Data Access	Format of Records: Both digital (scanned documents, spreadsheets, ledgers) and a substantial portion of paper-based records. Access Conditions: Bidders must allocate sufficient personnel to handle both formats. Scanning or digitalizing sensitive documents may be permitted under BdL supervision.



Expected Team Composition	<p>Core Personnel: Team Leader/Project Manager, Forensic Accountants (2-3), Legal/Compliance Specialist, Data Analysts/IT Forensics Specialist. Support Personnel: Junior auditors/research assistants, Translators (if necessary).</p> <p>Years of experience and CVs are required to be submitted within the administrative file.</p> <p>A clear and mandatory back-up plan must be provided to cover the withdrawal of any key expert. This includes a substitution strategy, profiles of designated alternates, and a commitment to ensure continuity of work. Absence of this plan is an elimination criterion.</p>
Estimated On-Site Manpower	<p>Minimum Presence: At least 3-4 professionals on-site during core working hours. Rotation Model: Specialists may rotate depending on the phase of work. Travel Requirements: International experts may need to visit Lebanon periodically.</p>
Duration & Timeline	<p>Engagement Period: Estimated up to 6 months depending on data accessibility and workload. Reporting Schedule: Inception Report (15 days), Progress Reports, Final Report with Annexes.</p>
Special Considerations	<p>Confidential Archives: Some files may be located in secured archives requiring supervised access. Data Sensitivity: Handling of classified state-related documents must follow international standards. Volume of Work: Records expected to cover thousands of transactions across multiple entities.</p>

Annex 2
Undertaking Letter

Subject: Project
..... **(the Procurement Contract)**

I, the undersigned,
Having elected domicile at

Hereby declare that:

- 1- I am interested in the invitation for bid and I have read the contract terms and specifications, particularly the General Conditions of the Contract and the Technical Requirements in relation to the above-mentioned subject.
- 2- I have scrutinized all the work conditions and have accordingly prepared and submitted a price list for the contract execution.

I undertake, if I am awarded the contract:

- 1- To fulfill the contract obligations within the specified time frame, in accordance with the conditions and specifications required by Banque du Liban, and at the unit prices stated in my bid, without any modifications in favor of any party or for any reason, unless provided for in the contract to be signed with Banque du Liban.
- 2- To execute the required contract with honesty and integrity, under my sole responsibility and for the benefit of Banque du Liban

Furthermore, I hereby acknowledge and undertake to fully comply, without any reservation or condition, with the General and Special Conditions of Contract, the Specifications, the prices I have submitted, and all other contract documents. I confirm that I have no right to claim lack of knowledge thereof.

Date:

Bidder's signature and stamp

Stamp Duties 1,000,000 LBP

Annex 3
Integrity Declaration Form¹

Procurement Contract Address:

Contracting Party:

Name of Bidder/of Company's Authorized Signatory:

Name of the Company:

We, the undersigned, confirm that:

- 1- None of us, nor any of our personnel, partners, agents, shareholders, consultants, or their relatives, have any relationships that may lead to a conflict of interest in connection with this contract.
- 2- We undertake to notify the Public Procurement Authority and the contracting party if any conflict of interest arises or is detected.
- 3- None of us, nor any of our personnel, partners, agents, shareholders, consultants, or their relatives, have engaged or will engage in any fraudulent, corrupt, coercive, or obstructive practices in relation to our bid or proposal.
- 4- None of us, nor any of our partners, agents, shareholders, consultants, or their relatives, have offered any payment to workers, partners, or personnel involved in the procurement process on behalf of the contracting party, or to any other person.
- 5- In the event of a violation of this Declaration or the Form of Tender, we acknowledge that we shall be ineligible to participate in any public procurement process, regardless of its subject. We accept in advance any exclusion measures taken against us and voluntarily waive any right to contest them.

We understand that providing false information may expose us to judicial proceedings by the competent authorities.

Date:

Signature and stamp

¹ To be attached to the bid.

Annex 4

Letter of Guarantee

To the Attention of Banque du Liban

Subject: Letter of Guarantee Issued in Your Favor at the Request of the Ordering Party:

.....

Bid Bond

Performance Bond

Advance Payment Guarantee

With reference to the contract concerning the project:

We, [Bank Name.....], having our head office located at , represented by the authorized signatory Mr./Mrs. , in his/her capacity as , and at the request of the Ordering Party Mr./Mrs. , (or Messrs. , or the Company), hereby irrevocably and unconditionally undertake to pay, immediately and in cash, in US dollar or in Lebanese Pound in accordance with the payment method specified in the contract, without any restriction or condition, any amount you may claim up to Fresh US Dollars..... , upon your first demand, in a letter signed by you, and with no need to state the reasons for such claim.

Accordingly, our Bank expressly acknowledges that this Letter of Guarantee is entirely separate and independent from any relationship or contract between you and the Ordering Party Mr./Mrs. (or Messrs. , or the Company). Our Bank shall have no right, under any circumstance or at any time, to invoke any reason whatsoever, regardless of its nature or purpose, or to raise any objection in order to refrain from paying or to defer the payment of any amount you may claim under this Letter of Guarantee.

Our Bank also waives in advance any right to discuss or object to any payment request from your part or any of your officials, or even to accept any objection that may be raised by Mr./Mrs. (or Messrs. or the Company) or by any other party regarding the payment of this amount to you upon your request.



مصرف لبنان
BANQUE DU LIBAN

This Letter of Guarantee shall remain effective until....., and shall be automatically renewed upon the expiry of this period, until you return it to us or release us therefrom in writing.

Any amount paid by our Bank under this Letter of Guarantee upon your request shall reduce the maximum amount specified in this Letter by the same value.

This Letter of Guarantee shall be governed by Lebanese laws and shall fall under the jurisdiction of the competent Lebanese courts. For the purpose of executing this obligation, we shall elect domicile at the head office of our institution located at

Place and date

Capacity

Name

Signature

Bank Stamp

Annex 5

Price Lists and Bill of Quantities

The Price List in Annex No. 5 must be filled out only when included in the Financial Envelope No. 2, and it must be left blank when attached to Envelope No. 1, which contains the administrative and technical documents and records. If the price list is filled out and included in Envelope No. 1, the bidder shall be excluded from competition.

Pricing Table

Total price for execution of the project within 6 (six) months USD
---	-----------

Annex 6

Price Analysis

Evaluation Methodology

All proposals will be evaluated according to the criteria and scoring matrix provided in this document. The evaluation process will be guided by the following principles:

1. Consistent Application of Criteria

- Scores will be applied according to the weightings outlined in the evaluation matrix.
- Full marks will only be awarded when the requirement is fully met. Partial fulfillment will be scored proportionally.

2. Thresholds and Elimination Criteria

- Certain criteria include minimum thresholds which must be met.
- Specifically:
 - Criteria 1 (Methodology & Technical Soundness): If the score is less than 25/30, the bid will be rejected.
 - In addition, failure to submit a mandatory back-up plan for substitution of key experts under Criteria 2 will result in immediate disqualification.

3. Retention of Eligible Bidders

- No bidder shall be excluded from consideration unless they fail to meet the mandatory thresholds or elimination criteria.
- All bidders meeting the thresholds will remain in the process, regardless of comparative scores.

4. Scoring and Documentation

- Evaluators must document clear reasons for each score, particularly where deductions are applied.
- Transparency and consistency will be maintained across all bids.

5. Overall Pass/Fail Benchmark

- After application of thresholds and scoring, the overall weighted score will determine final eligibility:
 - **≥ 70 points** → Pass (eligible for final consideration).
 - **< 70 points** → Fail (excluded, even if individual thresholds are met).



Criteria	Weight	Explanation / What to Look For & How to Score	Threshold	Pass/Fail
1. Methodology and Technical Soundness	30%	- 10%: Clarity & coherence of methodology (e.g., structured work plan, realistic 6-month timeline).	<25/30 → Fail	If the score is less than 25/30, the bid will be rejected.
		- 10%: Audit Techniques		
		- 5%: Tools in use		
		- 5%: Alignment of outputs with project objectives & indicators.		
2. Relevant Experience & Qualifications of the Firm and Team	30%	- 5%: Number of comparable projects in past 5 years.	No threshold (except mandatory back-up plan)	Always Pass unless missing plan
		- 5%: Success rate (% completed on time & budget).		
		- 5%: Average years of professional experience of experts in Central Banks.		
		- 5%: Diversity & complementarity of team skills.		
		- 5%: References & client satisfaction.		
		- 5%: Team Adequate knowledge of applicable local legislation and the operational context.		
		Years of experience and CVs are required to be submitted within the administrative file. A clear and mandatory back-up plan must be provided to cover the withdrawal of any key expert. This includes a substitution strategy, profiles of designated alternates, and a commitment to ensure continuity of work. Absence of this plan is an elimination criterion.		
3. Independence and Conflict-of-Interest Safeguards	10%	- 5%: The bidder shows they are independent and neutral, even in sensitive or political situations. They should give examples of past work where they stayed neutral, plus references from clients.	No threshold	Always Pass
		- 5%: The bidder has internal rules and systems to stay fair, such as: <ul style="list-style-type: none"> • A code of ethics, • signed independence statements from staff and a quality check process to make sure reports are unbiased. 		
4. Financial Proposal & Value-for-Money	30%	Scoring: Lowest price = 30 %; others scored pro-rata: $(\text{Lowest Price} \div \text{Bidder Price}) \times 30$.	No threshold	Always Pass

Annex 7

Document 1: Pledge of Compliance

I, the undersigned,

Hereby pledge, in my name and/or in the name of the legal entity I represent, on my own responsibility, throughout my business relationship with Banque du Liban:

- 1- To abide by the highest ethical standards and rules of conduct.
- 2- Not to exert any pressure, influence or unlawful practices, such as offering or promising any kind of commission, personal benefit, or gift, regardless of their material value, whether directly or through a third party, to any BdL employee or managers.
- 3- To disclose to Banque du Liban the existence or likely existence of any conflict of interest between Banque du Liban and myself, and/or between the legal entity I represent and any of its employees and managers, prior to engaging in business or entering into a contract with Banque du Liban.
- 4- To promptly notify Banque du Liban when any of these conflicts of interest is detected, throughout the above-mentioned business relationship/contract duration.

I also acknowledge, in my name and/or in the name of the legal entity I represent, on my own responsibility, during my business relationship with Banque du Liban, to be aware that committing and/or attempting to commit, whether directly or indirectly, any of the aforementioned unlawful acts or any acts or practices that are inconsistent with applicable laws and regulations, might entail legal liability, such as terminating the business relationship and/or the contract with BdL, on my own responsibility and/or that of the legal entity I represent, and that Banque du Liban reserves the right to sue me and claim legal compensation.

I also declare and acknowledge, on my own responsibility, that:

- There is no kinship, up to the fourth degree, between me and/or any employees or managers of the legal entity I represent, and any of BdL employees or directors.
- There is a kinship, up to the fourth degree, between me and/or any employees or managers of the legal entity I represent, and any of BdL employees or directors, as detailed below:
 - Type of kinship:
 - Names of relatives:

Signature

Beirut,/...../.....

Annex 7

Document 2: Customer Compliance Form

KYC-00 Form

Customer's Full Name	
Number of "KYC-01" Forms attached to this Compliance Form	
Number of "KYC-02" Forms attached to this Compliance Form	

Instructions for Completing the Form

- 1- If the customer is an individual, kindly complete the "KYC-00" and "KYC-02" Forms only.

- 2- If the customer is an entity, kindly complete the Forms below:
 - Form "KYC-00"
 - Customer Form "KYC-01"
 - "KYC-02" Form for each individual authorized to sign on behalf of the customer and/or any beneficial owner*.
 - "KYC-02" Form for each individual considered as the beneficial owner (of the customer and/or a beneficial owner).
 - "KYC-01" Form for each entity considered as the beneficial owner (of the customer and/or a beneficial owner).

- * For the purpose of completing this Form, a beneficial owner shall be any individual or entity holding 20% or more of the entity's capital.

- 3- All the information provided to Banque du Liban must be accurate and must reflect the real situation of the individual and/or entity. All the documents must be issued by the authority specifically empowered to do so by law and by regulations, provided Banque du Liban is promptly notified, in writing, of any amendment to these documents, in particular if their contents cease to reflect the current situation of the individual and/or entity.
 - For further information on completing any Form, please contact the BdL Compliance Unit on: 01/750000 (extension 6521).

Annex 7

Document 3: Entity Compliance Form

<input type="text"/> "KYC-01" Form No.:		<input type="checkbox"/> Beneficial Owner		<input type="checkbox"/> Customer	
Information about the Entity:					
Legal Name					
Legal Form		Nationality			
Detailed Activity of the Company					
Effective Address:					
Country		Mouhafaza		Caza	
Region		Street			
Building		Floor			
Contact Information:					
Telephone Number		Fax Number			
Official Website		Email			
Services/goods provided to Banque du Liban					
Full Name of Authorized Signatories					



Beneficial Owners (any individual or entity holding 20% or more of the entity's capital)		
No.	Individual/Entity's Name	Ownership Percentage
1.		
2.		
3.		
4.		
5.		

*** Refer to the mandatory documents that must be attached to this Form, as per Annex 1.**

Full Name of Authorized Signatory	
Date	
Signature	

Annex 1

1. Entity					
	Entity other than company or association	Association established pursuant to Law on Associations of 3 August 1909	Company established pursuant to foreign laws	Subsidiary of a company established pursuant to foreign laws	Company established pursuant to the Lebanese laws
Concerning the Entity	Document issued by official authorities, evidencing the entity's identity	Registration Notice issued by the Ministry of Interior and Municipalities	Certificate of Registration in the Trade Register, or any equivalent	Certificate of Registration issued by the Ministry of Economy	Certificate of Registration in the Trade Register
		Copy of the Association's bylaws and amendments thereto	Copy of the Company's bylaws and amendments thereto	Copy of the Parent Company's bylaws and amendments thereto	Copy of the Company's bylaws and amendments thereto
- Certificate issued by the Lebanese Ministry of Finance (or the concerned authority regarding non-resident persons) indicating the Tax Identification Number (TIN)					
Concerning the Entity's Managers	Document showing, at least, the decision-making process and the prerogatives of the entity's managers and/or a copy/extract of a duly taken decision regarding the appointment of the entity's representative and his/her prerogatives	Copy of the ID card/passport of the association's representative	Recent Circular or an equivalent, indicating the Company's authorized signatory(ies)	Duly signed and approved decision regarding the appointment of a representative for the foreign company's subsidiary	Circular issued within the last three months, indicating the Company's authorized signatory(ies)
	Copy of the ID card/passport of the entity's representative				



			authorized signatory(ies)	company's subsidiary	authorized signatory(ies)
Concerning the Beneficial Owner with a Share in the Entity's Capital	Copy of the ID card/passport of each shareholder or the above-mentioned information if any of the shareholders is an entity	Copy of the ID card/passport of each founder or the above-mentioned information if any of the founders is an entity	Copy of the ID card/passport of each beneficial owner holding shares or the above-mentioned information if any of the beneficial owners holding shares is an entity		
	An official document that determines the identity and the ownership percentage of each person holding more than 20% of the entity's capital (for joint-stock companies established pursuant to Lebanese laws, the attendance sheet of the last general assembly signed by the attending shareholders or their representatives may be submitted).				
2. Individual					
Customer			Documents indicating:		
Customer's Representative	The written document authorizing the customer's representative to act in this capacity (i.e. an original or a duly certified copy of the proxy), dated and signed in the presence of a public officer or notary or the like, pursuant to the Law of the country where the said document was prepared, and provided the document validation date and the representative's powers are verified.		<ul style="list-style-type: none"> - The date and place of birth - The full residential address - The email address - The telephone number - Certificate issued by the Lebanese Ministry of Finance (or the concerned authority regarding non-resident persons) indicating the Tax Identification Number (TIN) 		Copy of ID card/passport (evidencing the nationality of the concerned individual)

Annex 7

Document 4: Individual Compliance Form

<input type="text"/> "KYC-02" Form No.:		<input type="checkbox"/> Beneficial Owner		<input type="checkbox"/> Authorized Signatory	
Personal Information:					
Name		Family Name			
Father's Name		Mother's Name & Family Name			
Place of Birth		Date of Birth		Gender	
Nationality		Other Nationalities			
Surname (if any)					
Actual Address:					
Country		Mouhafaza		Caza	
Region		Street			
Building		Floor			
Contact Information:					
Telephone number		Email			
Activity Information:					
Services/goods provided to BdL					

* Refer to the mandatory documents that must be attached to this Form as per Annex 2.

Full Name	
Date	
Signature	

Annex 2

1. Entity					
	Entity other than company or association	Association established pursuant to the Law on Associations of 3 August 1909	Company established pursuant to foreign laws	Subsidiary of a company established pursuant to foreign laws	Company established pursuant to the Lebanese Laws
Concerning the Entity	Document issued by official authorities, evidencing the entity's identity	Registration Notice issued by the Ministry of Interior and Municipalities	Certificate of Registration in the Trade Register or any equivalent	Certificate of Registration issued by the Ministry of Economy	Certificate of Registration in the Trade Register
		Copy of the Association's bylaws and amendments thereto	Copy of the Company's bylaws and amendments thereto	Copy of the Parent Company's bylaws and amendments thereto	Copy of the Company's bylaws and amendments thereto
- Certificate issued by the Lebanese Ministry of Finance (or the concerned authority regarding non-resident persons) indicating the Tax Identification Number (TIN)					
Concerning the Entity's Managers	Document showing, at least, the decision-making process and the prerogatives of the entity's managers and/or a copy/extract of a duly taken decision regarding the appointment of the entity's representative and his/her prerogatives	Copy of the ID card/passport of the association's representative	Recent Circular or an equivalent, indicating the Company's authorized signatory(ies)	Duly signed and approved decision regarding the appointment of a representative for the foreign company's subsidiary	Circular issued within the last three months, indicating the Company's authorized signatory(ies)
	Copy of the ID card/passport of		Copy of the passport of the Company's	Copy of the ID card/passport of the representative	Copy of the ID card/passport of the Company's



	the entity's representative		authorized signatory(ies)	of the foreign company's subsidiary	authorized signatory(ies)
Concerning the Beneficial Owner Holding Shares in the Entity's Capital	Copy of the ID card/passport of each shareholder or the above-mentioned information if any of the shareholders is an entity	Copy of the ID card/passport of each founder or the above-mentioned information if any of the founders is an entity	Copy of the ID card/passport of each beneficial owner holding shares or the above-mentioned information if any of the beneficial owners holding shares is an entity		
	Official document that determines the identity and the ownership percentage of each person holding more than 20% of the entity's capital (for joint-stock companies established pursuant to Lebanese laws, the attendance sheet of the last general assembly signed by the attending shareholders or their representatives may be submitted).				
<u>2. Individual</u>					
Customer			Documents indicating:		
Customer's Representative	A written document authorizing the customer's representative to act in this capacity (i.e. an original or a duly certified copy of the proxy), dated and signed in the presence of a public officer or notary or the like, pursuant to the Law of the country where the said document was prepared, and provided the document validation date and the representative's powers are verified.		<ul style="list-style-type: none"> - The date and place of birth - The full residential address - The email address - The telephone number - Certificate issued by the Lebanese Ministry of Finance (or the concerned authority regarding non-resident persons) indicating the Tax Identification Number (TIN) 		Copy of ID card/passport (evidencing the nationality of the concerned individual)

Annex 7

Document 5: Accuracy Pledge

I, the undersigned,

Hereby pledge, in my name and/or in the name of the entity I represent, on my own responsibility, throughout my business relationship with Banque du Liban:

1. That all the documents submitted to Banque du Liban are accurate and reflect my current status and/or that of the entity I represent, and are issued by the authorized party.
2. That I will promptly inform Banque du Liban, in writing, of any amendment to such documents, in particular if the contents of any of them no longer reflect my current status and/or that of the entity I represent.

I also acknowledge, in my name and/or the name of the entity I represent, on my own responsibility, to be aware that any breach of the above-mentioned obligations may entail legal liabilities, such as the immediate termination of the business relationship and/or the contract with Banque du Liban, under my own responsibility and/or that of the entity I represent, and that Banque du Liban reserves the right to sue me and claim legal compensation.

Full name

Signature

Beirut,/...../.....

Annex 7
Document 6: Statement for the Beneficial Owner

The Republic of Lebanon Ministry of Finance Directorate General of Finance Directorate of Revenues – Income Tax						Statement for the Beneficial Owner						
Taxpayer Name:						Tax Identification Number (TIN)*:						
Taxation Place:						Declaration Deadline: .../.../.... day month year						
<input type="checkbox"/> Shareholders		<input type="checkbox"/> Partners		<input type="checkbox"/> Sole Proprietorship or Liberal Profession **								
Name		Capacity	Tax Identification Number (at the Ministry of Finance)	Percentage of Owned Stocks and Shares	Name of Beneficial Owner	Tax Identification Number (at the Ministry of Finance)						
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
Total												
<ul style="list-style-type: none"> - If the partner, shareholder or beneficial owner do not have a Tax Identification Number at the Ministry of Finance, kindly attach an identification form for the partner, shareholder, or beneficial owner (Annex 2). - All partners in partnerships or limited liability companies should be mentioned; one or more additional page(s) of this form shall be added to include all these partners. - All shareholders in joint-stock companies shall be mentioned if they do not exceed fifteen shareholders. If this number is exceeded, then one or more additional page(s) of this form shall be added to mention only the shareholders owning above one percent of the company's capital. - It should be specified in the Capacity field, according to the company's legal form, whether the partner is an authorized partner, a silent partner, a joint partner, a minor silent partner, or a silent partner as specified by the company, or if the shareholder is a Chairman or member of the Board of Directors. 												
I, the undersigned, hereby certify the accuracy of the information provided in this Form.												
Name of the signatory				Capacity				Tax Identification Number (If any)				
Signature								on/...../..... day month year				

*** The Tax Identification Number of the company, institution, or profession should be mentioned.**

**** Intended for the beneficial owner in a sole proprietorship or liberal profession.**

Note: This statement shall be completed and attached to the Statement of Annual Business Results.

Annex 8

Procurement Contract Form

This contract is for reference only.
It subject to change within the scope of the PUBLIC PROCUREMENT LAW.
Filling out the draft contract is strictly prohibited and may cause the exclusion of the bidder during the bid opening session.

Procurement Contract
At the Headquarters of Banque du Liban

Between:

First Party: Banque du Liban represented by its Governor, Mr. Karim Souaid,
 Hereinafter **the Bank**

Second Party: Company
 Registered in the Trade Register in on under No.
 and represented by,
 Hereinafter **the Contractor**

Whereas the Bank intends to award a services contract as per the terms and specifications of this contract (hereinafter **the Procurement Contract**),

Whereas the Contractor is specialized in and has shown interest in executing the Procurement Contract by submitting a bid to the Bank in this regard on as per the attached copy (hereinafter **the Bid**),

Whereas the Bank has approved the Bid submitted by the Contractor,

Therefore,

The two parties have agreed by mutual assent to the following terms:

- Article 1:** The preamble above and the Bid shall be considered integral parts of this contract.
- Article 2:** The Conditions of Contract for the project and the attached documents duly signed by the Contractor shall be considered integral parts of this contract.
- Article 3:** In the event of conflict in the contents of the documents mentioned in Article 2 above, the content of this contract shall prevail and take precedence over any of them.
- Article 4:** The Contractor shall pledge to fully execute the Contract as per the agreed-upon terms and specifications detailed in the Conditions of Contract and the documents mentioned in Article 2 above.
- Article 5:** The Contract execution period is up to 6 months from the date on which the Bank requests the Contractor to commence execution of the contract, including Sundays and official public holidays. (hereinafter **the Contract Duration**).

Article 6:

- a- The Contract Value shall be set as an annual lump sum of
 (..... only), (hereinafter **the Value**) as follows:
 -
 -
 -

The Contractor may not request any increase in the Value for any reason, regardless of its nature or origin, or in favor of any party. The Value shall include all expenses, fees, and taxes related to the Contract Execution, including VAT, transportation expenses, wages and salaries, and whatever charges that become due before or throughout the Contract Duration.

- b- The Bank shall disburse the Value to the Contractor in
 as follows:
 -
 -
 -

- c- The Contractor shall pledge, within a maximum time limit of days from the contract signature date, to submit to the Bank a bank letter of guarantee prepared as per the Form attached to the Conditions of Contract, for an amount of 10% of the Value (**Performance Bond**). The Performance Bond shall be returned to the Contractor days after the contract expiration and following the Bank's final and written approval of satisfactory execution (**Final Acceptance**).

- d- The Bank may automatically offset any amount owed to the Contractor against any amount owed to the Bank.

- e- The Bank must act as necessary to ensure that the Contractor receives the Value in cash and in Lebanese pound, in a single payment, at the bank to which the amount may be transferred, in case it is agreed to pay the Value by bank transfer to the following bank account:

IBAN:

L	B																		
---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Article 7:

The Contractor undertakes, under penalty of having its representatives, personnel, or contractual staff denied access to the Bank's premises, to comply with the security procedures followed at the Bank, or those the Bank may require during the execution of the Contract obligations, particularly the following instructions:

- Present the original identification documents at the reception desk located at the entrance of each building at the Bank (ID card, individual extract from the Civil Status Register, Passport, driving license, resident permit for foreign individuals) upon signing this contract.
- Obtain an Identification Card at the Bank's reception desk, for the sole purpose of identifying its holder (hereinafter **the Identification Card**).

- Obtain an Entrance Card at the Bank’s reception desk enabling its holder to access specific areas within the Bank’s premises (hereinafter **the Entrance Card**), once the original identification documents and Identification Card are submitted.
- Return the Entrance Card to the Bank when leaving its premises.
- Return the Identification Card upon the Contract expiration.
- Refrain from entering any mobile phones, cameras, and any electronic devices to the Bank’s premises.

The Bank shall take appropriate actions against the Contractor in case of non-compliance with the required measures or any of the above-mentioned instructions, or in case of misuse of the Identification Card or Entrance Card.

Article 8: The Contractor and its personnel shall abide by the obligation of confidentiality established under the Law of 3 September 1956, which covers all the information they may obtain from the Bank or become aware of while fulfilling their obligations under this contract; they must carefully protect such information as for the Contractor’s own confidential information. The Contractor shall also be responsible toward the Bank for ensuring that its personnel comply with the above-mentioned obligation of confidentiality.

Article 9: The interpretation and execution of this contract shall be governed by applicable laws and regulations of Lebanon. The Courts of Beirut shall have exclusive jurisdiction over any disputes arising from the interpretation and execution of this contract.

Article 10: For the purposes of notifications and the execution of this contract, the Contractor shall designate the following address as its elected domicile:

.....

Article 11: Any amendment to the contents of this contract shall be subject to the prior written consent of both parties.

Article 12: The Contractor shall be solely responsible for paying the stamp duties on this contract within the legally specified timeframe, and for paying the stamp duties on each invoice submitted in relation to this contract.

Article 13: This contract is drafted in Beirut on / / in two original copies, each party holding one copy.

First Party

Second Party

Banque du Liban

Mr. Karim Souaid

.....

Annex 9
Non-Disclosure Agreement
(*template subject to modification*)

WHEREAS, Banque du Liban (hereinafter “BdL”) with a principal place of business at Kamal Joumblatt Street, Hamra, Beirut, Lebanon, P.O. Box 11-5544 represented by _____ and _____ represented by _____ (hereinafter the “Contractor”) with a principal place of business at _____ are undergoing discussions (hereinafter “Discussions”) for the purpose of executing and implementing _____ project (hereinafter the “Project”); and

WHEREAS, during the course of the Discussions and the implementation of the Project, the Contractor will be provided or come across some of BdL information (hereinafter “BdL Information”) defined as follows “any oral or written information, that the Contractor might observe, come across or receive, in any way or form, from BdL during the course of the Discussions and the implementation of the Project, and that is proprietary or related to, BdL or to any third party who may disclose such information to BdL, especially but not limited to the information protected by the Lebanese Banking Secrecy Law dated September 3, 1956 and the information protected by the provisions of Article 151 of the Code of Money and Credit dated August 1, 1963; BdL Information also includes but will not be limited to, the fact or the nature of the Discussions and the Project;”

THEREFORE, the Contractor agrees, by executing this Agreement effective as of ___ / ___ / _____ that:

1 .Non-Disclosure .

- a. It shall not disclose any BdL Information to any third party without the prior written consent of BdL and in accordance, when applicable, with the abovementioned provisions of the Lebanese Banking Secrecy Law and Article 151 of the Code of Money and Credit.
- b. It shall not use, copy, duplicate or otherwise reproduce all or any portion of BdL Information in any form or manner whatsoever .
- c. If it becomes legally obligated to disclose any BdL Information then, prior to making such disclosure, it shall give BdL prompt notice of such fact so that BdL may seek an appropriate remedy concerning any such disclosure and/or waive compliance with the provisions of this Agreement.
- d. All information considered as in the public domain at the time it was communicated by BdL, can be disclosed by the Contractor to third parties provided BdL prior written notification.
- e. The obligation described herein to protect BdL Information shall survive the termination of the Discussions and the termination of the Project.
- f. It shall ensure that BdL Information is subject to the same or superior measures used to safeguard and protect the Contractor’s own documents and most confidential information; for the avoidance of doubt, in no event will such measures be of a lesser degree than the measures that would be undertaken by a reasonable and prudent company when dealing with information of the nature of BdL Information;

2 .Agents/Employees/Representatives.

a. It shall ensure that its agents/employees/representatives abide by the terms and conditions of this Agreement and that it will restrict disclosure of BdL Information solely to those of its agents/employees/representatives with a need to know.

b. If it shall require that any third parties such as an agent needs to be informed of BdL Information, it may not disclose such until that third party signs an Agreement with identical terms and conditions to those of this Agreement and a copy of such is sent to BdL.

c. It shall notify BdL immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of BdL Information by the Contractor or its agents/employees/representatives.

3 .Return of BdL Information.

Upon termination of the Discussions and the Project, the Contractor shall (i) remain bound by the non-disclosure obligations under this Agreement and (ii) return or destroy all BdL Information or copies thereto then in its possession in tangible form within xx (xx) business days of such termination and (ii) erase any computer memory containing such Information and certify to BdL in writing such erasure within xx (xx) business days of such termination.

4 .Assignment/Amendment.

a. This Agreement may not be assigned by the Contractor.

b. This Agreement may only be amended after BdL prior written consent.

5. Breach of the Agreement

In case of any breach of this Agreement, the provisions of Articles 28 and 29 of the Terms of Reference shall apply.

6 .Notices/Notifications/Consents .

Any notice, notification or consent required by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally, upon issuance of receipt; (b) by overnight courier, upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Such shall be sent to the addresses set forth above.

7 .Governing Law.

This Agreement shall be governed by the laws of Lebanon and submitted to the jurisdiction of the courts of Beirut.

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

Annex 10 Checklist

Please check the fields below with:

- ✓ Submitted Document
X Unsubmitted Document

Kindly do not write the bidder's name on the outer envelope to be submitted; under penalty of rejection of the bid and its return to the bidder. (Compliance with Article 4 – II of the Conditions of Contract is mandatory)

Documents required by Banque du Liban	Documents Submitted by the Bidder			
<i>Name of the Bidder</i>				
1. Commercial Circular				
2. Certificate of Registration in the Trade Register				
3. Legal authorization to sign on behalf of the bidder				
4. Joint venture agreement, if any				
5. Bidder's VAT registration certificate				
6. Bidder's Certificate of Registration at the Ministry of Finance				
7. National Social Security Fund Clearance				
8. Minutes of Meeting of Shareholders' General Assembly with attendance sheet				
9. Comprehensive statement from the Trade Register				
10. Compliance Form				
11. If the bidder is a foreign company: <ul style="list-style-type: none"> • The legal authorization to sign • The Certificate of Registration of the company or institution with the relevant authorities in the home country • A statement from the Lebanese Ministry of Economy and Trade proving that the Bidder is subject to the Israel Boycott Law 				
12. Statement by the competent Court proving that the bidder is not bankrupt				
13. Statement by the competent Court proving that the bidder is not under liquidation				
14. Statement of the bidder's election of domicile				
15. Form of Tender				
16. Bank letter of guarantee				
17. Conditions of Contract, duly stamped and signed				
18. Price Lists and Bill of Quantities, duly stamped and signed, excluding prices				
19. List of technical requirements				
20. List with some of the bidder's clients and similar projects (relevant past experience and references)				
21. Police record for the authorized signatory				
22. Statement by the Ministry of Finance proving that the bidder has paid all due taxes				
23. Copies of identification documents (ID card/passport) for any individual representing the Bidder				
24. Copies of identification documents (ID card/passport) for any beneficial owner				
25. Any other document, if available				