

**THE REPUBLIC OF LEBANON**  
**Council for Development and Reconstruction**

**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**RFP No.: 394SUPHARBATAHOS**

**Tender Documents for the Selection of Consulting Services  
for the Supervision of the Construction of  
Harbata Governmental Hospital (Bekaa Region)**

**Client: Council for Development and Reconstruction (CDR)**

**Country: LEBANON**

**Project: Harbata Governmental Hospital  
Financing No.: 394-4**

**Bid Conditions & Procedures**

**Issued on: Sept 2025**

**REPUBLIC OF LEBANON**

**COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION**

Ref :.....

Date :.....

.....  
.....  
.....

**Dear Sirs,**

**Subject: Instructions to Bidders for Consulting Services for the Supervision of Harbata Governmental Hospital**

**1. Invitation and Project Description**

- 1.1 The Government of Lebanon has received a Grant from the Kuwait Fund for Arab Economic Development (KFAED) toward the cost of the Construction and Equipment of Harbata Governmental Hospital, and intends to apply part of the proceeds of this financing to cover eligible payments under this Contract, for which this invitation for proposals is issued.
- 1.2 The Council for Development and Reconstruction (CDR), as the executing agency acting for and on behalf of the Government of Lebanon, hereby invites you to submit technical and financial proposals for consulting services required for the Supervision of the Construction of Harbata Governmental Hospital in the Bekaa region. Such proposals may form the basis for future negotiations and, ultimately, a contract between your firm and the CDR. The consulting services shall include all tasks necessary to ensure proper supervision of the works, in accordance with the contract documents, technical specifications, and international standards of quality, cost, and time control.
- 1.3 The project covers the construction of a 15-bed hospital in the Harbata area, Bekaa region. This facility comprises two floors: a ground floor with a total area of 3,320 m<sup>2</sup> and a technical first floor covering 595 m<sup>2</sup>, with a total built-up area of approximately 4,000 m<sup>2</sup>.

In particular, the ground floor consists of the following departments:

- Emergency Department (ER)
- Intensive Care Units (ICU)
- Medical Imaging Department
- Laboratories
- Central Sterile Supply Department

#### Instruction to Bidders

- Operating & Surgery Department (One Day with 15-Bed Capacity)
- Outpatient Clinics
- Pharmacy
- Kitchen
- Associated Services (Mortuary, Laundry, Utilities, etc.)

## **2. Eligibility**

- 2.1 Eligible consultants shall be Lebanese firms.
- 2.2 Joint Venture agreements are not applicable for this project.
- 2.3 Any manufacturing or construction firm with which bidders are associated will not be eligible to participate in bidding for any goods or works resulting from or associated with the contract of which this consulting assignment forms a part.
- 2.4 Although the Consultancy Contract is awarded by CDR which alone assumes the function of the client, the award is subject to approval of the Kuwait Fund for Arab Economic Development (KFAED).
- 2.5 The Bidder is considered acquainted with and aware of the laws in force in the Republic of Lebanon.

## **3 Contents of the RFP (Documents)**

To enable you to submit a proposal, the following documents are attached:

- (a) Draft Contract under which the services will be engaged;
- (b) Attachments to Draft Contract:

Appendix A	Terms of Reference (TOR)
Appendix B	Reporting Requirements
Appendix C	Consultant's Key personnel
Appendix D	Responsibilities of the Client
Appendix E	Technical Information to be submitted by Consultant
Appendix F	Remuneration of the Consultant
Appendix G	Specimen Bank Guarantee for Good Performance
Appendix H	Specimen Bank Guarantee for Advance Payment
Appendix I	Model Form - Consultant's Representations (Not Applicable)
Appendix J	Specimen Bid Security
Appendix K	VAT Procedures
Appendix L	Declaration of Integrity

#### **4 Communications, Clarifications & Addenda**

- 4.1 Consultants requiring any clarification of these documents shall notify the **Council for Development and Reconstruction (CDR)** in writing or by facsimile at the following address:

Council for Development and Reconstruction  
Floor/Room number: Tenders Department  
City: Tallet El Serail - Beirut  
Country: Lebanon  
Facsimile number: 961-1-981255

Clarifications may be requested no later than **10 days prior to the submission deadline**. The Employer will respond to any request for clarification **no later than 6 days prior to the deadline for submission of Proposals**. Copies of the Employer's response will be forwarded to all consultants, including a description of the inquiry but without identifying its source.

Please note: All correspondence with the Client (CDR) during the tendering period must be made exclusively through the CDR Tenders Department in writing or by facsimile (+961-1-981255). Any communication sent through other channels will not be considered.

- 4.2 Before the deadline for submission of proposals, CDR may modify these proposal documents by issuing addenda. Any addendum thus issued shall be part of these proposal Documents and shall be communicated in writing or by facsimile to all consultants. The consultants shall acknowledge receipt of each addendum in writing or by facsimile at CDR's address given hereinabove.
- 4.3 To give consultants reasonable time to take any addendum into account when preparing their proposals, CDR may, if necessary, extend the deadline for submission of proposals by issuing an addendum to that effect.
- In case clarifications affect changes to the essential elements of the bidding documents, the Employer shall also promptly publish these changes in the same manner the bid was published.

#### **5 Proposal Validity & Language**

- 5.1 The Bidder is required to hold his proposal valid for 120 calendar days after the proposal submission deadline, during which time he shall maintain, without change, the personnel proposed for the assignment and the proposed price. The CDR will make its best efforts to complete the selection process within this period.
- 5.2 If the consultant agrees to extend the validity of its proposal, such extension shall be made without any changes to the original proposal and shall include confirmation of the continued availability of the key experts.
- 5.3 The consultant has the right to refuse to extend the validity of its proposal, in which case such proposal shall not be further evaluated.

- 5.4 The bid and all correspondence and documents related to the bid, exchanged between the bidder and the Employer, shall be written in the English language.

## **6 Qualification Documents**

- 6.1 The **first inner envelope**, containing and clearly marked “**Technical Proposal**”, shall include ONE envelope marked “Original” and ONE envelope marked “Copy”, each containing the following documents:

Please note that **all administrative and legal certificates** should be originals or legally certified copies of the originals by official authorities and dated **maximum 6 months** before the original bid submission deadline, otherwise the bidder's bid will be rejected.

- ✦ Power of Attorney authorizing the signatory of the Proposal, certified by a Notary.
- ✦ Certificate of Registration of the Company issued by the Ministry of Finance.
- ✦ Certificate of Quittance issued by the Ministry of Finance.
- ✦ Receipt of Purchase of the Bid documents.
- ✦ Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, shareholders, authorized signatories, capital, the director and ongoing contracts
- ✦ A legal record of the authorized signatory, dated no more than 3 months before original bid submission date, free from any judgment. (سجل عدلي)
- ✦ For Lebanese Bidders, Certificate of quittance issued by the National Social Security Fund. Its validity extending beyond the bid opening date. The bidder must be registered with the NSSF, and any statement that include an unregistered institution will be rejected
- ✦ Certificate of Registration of the bidder issued by the directorate of added tax, in case the bidder is registered, or a certification of non-registration in case the bidder is not registered. In this case the bidder is committed to its price, even if he became registered during the execution of the contract.
- ✦ Signed Declaration of Integrity (Appendix L)
- ✦ Declaration listing the owners of the economic rights (أصحاب الحق الاقتصادي) as per Form M18 issued by the Ministry of Finance (النموذج م١٨ الصادر عن وزارة المالية), along with their identification cards.

#### Instruction to Bidders

- ✚ A statement issued by the municipality where the bidder's main office is located, as per the address in the commercial registry, confirming that the bidder has paid all due municipal fees in full.
- ✚ The bidder should submit in Envelope No.1 (Administrative and Technical Offer) of his offer a signed and stamped declaration, in which, as stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries No.4 dated 28/4/2020, he agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.
- ✚ Official Information regarding any current litigation in which the bidder is involved.
- ✚ Proposal of Subconsulting
- ✚ The bidder shall submit an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: "Partnership Limited by Shares (Société en Commandite par Action)" (شركة توصية مساهمة) or "Stock Companies" (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document should be submitted before signing the Contract to the awarded Bidder, if applicable.

All pages of the ORIGINAL copy shall **be initialled and stamped** by the Consultant.

- 6.2 The **second inner envelope**, containing and clearly marked "**Financial Proposal**", shall include ONE envelope marked "Original" and ONE envelope marked "Copy", each containing the following documents:

- ✚ Appendix F - Remuneration of the Consultant (including associated Annexes F1, F2 & F3 completed by the Consultant)

All pages of the ORIGINAL copy shall **be initialled and stamped** by the Consultant.

- 6.3 The two inner envelopes shall be marked with the name and address of the Consultant and placed in the outer envelope. The bidder shall obtain the outer envelope from CDR Tender Department along with the Tender Document.

In addition, the two inner envelopes and the outer envelope shall be addressed to COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION, Tallet El Serail, Beirut, Lebanon and bear the following additional identification:

- ✚ Proposal for Supervision of the Construction of Harbata Governmental Hospital
- ✚ DO NOT OPEN BEFORE (*Insert date for opening Proposals*) at 12:00 (noon) Beirut local time

Instruction to Bidders

The outer envelope shall not bear the name and address of the consultant. It should also be clearly marked: "Do not open before the bid opening session" "لا يفتح قبل جلسة فض العروض"  
**Consultants who fail to comply with this requirement will be disqualified.**

- 6.4 Consultants shall submit a Proposal which complies with the requirements of the Tender Documents.
- 6.5 Bidders shall furnish, as part of their bid, the following documents related to the projects certificates:

- i. A copy of the contract signed with the bidder. In case the contract is signed in Lebanon, the document evidencing that the relevant stamp duty has been duly collected shall be furnished.
- ii. A copy (to be compared to the original) of a certificate issued by the private or public authority that awarded the project and/or signed the contract, stating the location, date, type and value of works that the bidder executed or participated in its execution. The said certificate should also state the contractual role of the bidder during the execution of the said works, in addition to the name and address of the consultant supervising the works, where applicable, and the employer who supervised the works or whom the works were executed on his behalf. This certificate shall be valid only if it mentions that the project has been provisionally accepted or if it is attached to the provisional acceptance certificate.
- iii. A certificate issued by the bank issuer of the good performance guarantee of the project acknowledging the issuance of the said guarantee and stating the guarantee number, its purpose, value, and validity, along with a copy of the said guarantee. This certificate is not required whenever the project is executed by a Lebanese Ministry or a Lebanese Public Establishment. For projects not requiring a performance guarantee, the bidder shall furnish the document evidencing that the relevant stamp duty has been duly collected shall be furnished.
- iv. All documents mentioned in Items ii) and iii) above should be certified by all the competent authorities in connection with projects executed inside Lebanon. As for projects executed outside Lebanon, the related documents should be certified by the Ministry of Foreign Affairs in the country where the contract was executed, then by the embassy or consulate of Lebanon in the said country, and finally by the Ministry of Foreign Affairs and Emigrant.

- 6.6 Proposal must be submitted not later than the date and time indicated in the Invitation to Proposal, at the following address:

**Council for Development and Reconstruction**

Floor/Room Number: Legal Affairs – Tenders Department

City: Tallet El Serail – Beirut

Country: Lebanon

- 6.7 Any proposal received by CDR after the deadline for submission of proposals will not be considered and will be returned unopened to the bidder.
- 6.8 CDR will open the proposals in the presence of the consultants' representatives who choose to attend at the time of the submission deadline and at the place for submission of proposals.
- 6.9 For all Consultants' Key Personnel defined in Appendix C, the declaration of availability, CV and copies of the academic degrees and professional registrations in relevant professional bodies should be presented in line with Annex E2 of Appendix E. Failure to provide the requested documents will result in automatic elimination of the bid.

## **7 Submission Requirements**

The Consultant's Proposal shall comprise and be submitted in two separate inner envelopes placed in an outer envelope, obtained from CDR Tenders Department along with the Tender Documents, as follows:

The first inner envelope, containing and clearly marked "**Technical Proposal**", shall include ONE envelope marked "Original" and ONE envelope marked "Copy", each containing the documents listed below:

- Certificates and documents as per ITB Clause 6 "Qualification Documents".
- The Draft Contract
- Appendix A - Terms of Reference;
- Appendix B - Reporting Requirements;
- Appendix C - Consultant's Key Personnel with their CVs;
- Appendix D - Responsibilities of the Client;
- Appendix E - Technical Information to be submitted by the Consultant, (including associated Annexes E1, E2, E3, E4, E5 & E6 completed by the Consultant);
- Appendix I Model Form - Consultant's Representations (N.A.)
- Appendix J - Bid Security (in accordance with Clause 8 below)
- Appendix K - VAT Procedures
- Appendix L - Declaration of Integrity
- Copies of any addenda issued by CDR.

## **8 Bid Security**

The consultants shall furnish, as part of their proposal, a Bid Security in the amount of US\$ 2,000 (Two Thousand United States Dollars) in Cash.

The Bid Security shall be in the form of a bank guarantee from a bank located in Lebanon or a foreign bank with a local branch/affiliate in Lebanon, acceptable to the Employer. The format



Instruction to Bidders

of the bank guarantee shall be in accordance with the specimen form included as Appendix J. The Bid Security shall be valid for 28 days beyond the validity of the Proposal.

**Any Proposal not accompanied by a Bid Security will be rejected by CDR.**

The Bid Security of unsuccessful bidders will be returned within the 28 days of the end of the Proposal validity period specified in Paragraph 5.1 above.

The Bid Security of the successful bidder will be discharged when the Consultant has signed the Contract and furnished the Performance Security.

The Bid Security will be forfeited

- (a) if the Consultant withdraw his Proposal during the period of its validity,
- (b) in the case of the successful bidder, if the Consultant fails to:
  - (i) sign the Contract; or
  - (ii) furnish the Performance Security.

## **9 Evaluation & Selection Method**

9.1 The bid opening will be conducted in two separate sessions: the first for the technical proposals and the second for the financial proposals.

A two-stage procedure will be adopted in evaluating the proposals, with the technical evaluation being completed prior to any financial proposals being opened and compared.

During the first stage, the technical and administrative proposals shall be opened and evaluated. Bidders who obtain a score of **seventy-five (75) points or above** shall be **invited to attend the second stage session**.

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

The Financial Proposals of Consultants whose Proposals were considered non-responsive to the RFP and TOR or those who did not pass the technical evaluation and subsequently did not meet the minimum qualifying criteria will be returned unopened after completing the selection process and Contract signing.

The Client shall notify in writing Consultants that have achieved the minimum qualifying criteria and inform them of the date, time and location for the opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals in person is optional and is at the Consultant's choice.

The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of Consultants who choose to attend the financial bid opening.

#### Instruction to Bidders

At the opening, the names of the Consultants, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

Technical proposals will be evaluated according to the following criteria:

The bidder shall have proven experience in the supervision of hospital projects, including new construction, extension, or rehabilitation of hospital buildings.

To be considered relevant, each reference project must correspond to a hospital construction project (new, extension, or rehabilitation) with a minimum construction contract value of USD 2.5 million (exclusive of VAT).

*(This amount refers to the value of the hospital works contract)*

For all reference projects, the bidder shall clearly indicate the scope of supervision services provided together with the value of the construction contract, supported by completion certificates.

Eligible projects must have been successfully completed within the last twenty (20) years.

#### Points

(i) Specific experience of the Consultant (as a firm) relevant to the Assignment	<b>40</b>
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(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	
Proposed methodology is clear and responds to the TORs	10
Work plan is realistic and implementable	10
<b>Total</b>	<b>20</b>

(iii) Qualifications and competence of the Key Expert for the Assignment: Overall team composition is balanced and has appropriate skills mix, and the work plan has right input of Experts

#### Note:

- If K-1 is an Architect, then K-2 must be a Structural/Civil Engineer
- If K-1 is a Structural/Civil Engineer, then K-2 must be an Architect

Key positions will be assessed as follows:

a) Position K-1: [Team Leader- Architect or Structural /Civil Engineer]	12
b) Position K-2: [Architect OR Structural/ Civil Engineer]	10
c) Position K-4: [Electrical Engineer]	5
d) Position K-5: [Mechanical Engineer]	5
e) Position K-6: [Biomedical Engineer]	5
f) Position K-7:[Quantity Surveyor (QS) /Contracts Engineer]	3
<b>Total</b>	<b>40</b>

*Notes to Consultant: The Client will assess whether the proposed methodology is clear and responsive to the TORs, whether the work plan is realistic and implementable, whether the overall team composition is balanced and has the appropriate skills mix; and whether the work plan reflects the right input of Experts*

**TOTAL POINTS: 100**

**The minimum technical score (St) required to pass is: 75**

CV's for the personnel listed in Appendix C should be included with the Consultant's proposal in the format of the sample CV attached as Annex E2.

9.2 For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

9.3 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

$Sf = 100 \times Fm / F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.

#### Instruction to Bidders

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 70% and

P = 30%

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1), as follows:

$$S = St \times T\% + Sf \times P\%.$$

**The consultancy services shall be awarded to the bidder achieving the highest combined score (S) among all evaluated proposals.**

9.4 CDR is not bound to select any of the firms submitting proposals. Further, as Technical/Financial is the principal selection criterion, CDR does not bind itself in any way to select the consultancy firm offering the lowest price. CDR is under no obligation to inform any bidder of the grounds for CDR's actions.

#### 9.5 Notification of Award

- Prior to expiration of the period of bid validity, the Employer shall publish the Notification of Intention to the contract to the successful bidder on the CDR's website [www.cdr.gov.lb](http://www.cdr.gov.lb) and on the public procurement Authority page [www.ppa.gov.lb](http://www.ppa.gov.lb).

The Employer will also notify the successful bidder in writing or by facsimile that his bid has been accepted.

The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the bidder who presented the best proposal;
  - (b) the price of the successful proposal;
  - (c) the expiry date of the standstill period and instructions on how to request debriefing and/or submit a complaint during the standstill period.
- The Employer shall promptly respond in writing to any unsuccessful bidder who, after notification of award, requests in writing the grounds on which its bid was not selected or any other information related to the names and evaluated prices of other bidders.

#### 9.6 Abnormally Low Bid

An Abnormally Low Bid is one where the bid price, in combination with other constituent elements of the bid, appears unreasonably low to the extent that the bid price raises concerns with the Purchaser as to the capability of the bidder to perform the contract at the offered bid price.

Upon identification of a Potentially Abnormally Low Bid, the Client shall seek written clarification from the bidder, including a detailed price analysis of its bid price, method statement, and any other requirements of the bidding document.

After evaluating the price analysis, in the event that the Client determines that the bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the Client has the option of rejecting the bid.

## **10 Standstill Period & Complaints**

10.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days and may be extended by the Client if deemed necessary. The Standstill Period commences the day after the date the Client has published his intention to award the contract.

10.2 For the procedures for making a Procurement-related Complaint refer to chapter 7 “procedure of complaints” of the law no 244 of public procurement in Lebanon dated 29/7/2021

الفصل السابع 'إجراءات الاعتراض' من قانون الشراء العام في لبنان رقم ٢٤٤ تاريخ ٢٠٢١/٧/٢٩

## **11 Negotiations, Commencement, and Payments**

11.1 The cost of preparing a proposal and of negotiating a contract, including travel costs, will not be reimbursed.

11.2 CDR expects to negotiate and to sign a contract on the basis of the experts named in the proposal and, prior to the contract negotiations, will require assurance that these experts can, in fact, be made available. CDR will only accept substitutions after contract negotiations in cases of unexpected delays in the starting date or incapacity of an expert for reasons of health. The wish of the Consultant to use an expert on another project will not be accepted for substitution of personnel.

11.3 Upon signing the Contract, CDR will issue a letter with the notification date to mark the start of the services at the construction contract tender stage. Upon successful tendering of the project works, CDR will set the contract value, start and end dates of the “construction supervision” phase based on the rates shown in Appendix F.

11.4 Payments to the Consultant will be made on the basis stated in Appendix F, as long as the work proceeds as planned.

## **12 Integrity and Legal Provisions**

12.1 The Consultant declares that:

- i) “it has not engaged in any practice likely to influence the Project’s implementation process at the Borrower’s expense and in particular that there was not and shall not be any Collusion.”
- ii) “the negotiation, procurement and performance of the contract has not given rise to and shall not give rise to corruption, as defined in the United Nations convention against corruption dated October 31, 2003”.

Instruction to Bidders

Collusion means concerted action, agreements, express or implied collusion or alliances, including through the intermediary of an affiliate operating in any country whatsoever, intended or likely to prevent, restrain or distort competition in a market, including by restricting access to the market or the free play of competition by other businesses including by:

- impeding the determination of the free market prices by artificially raising or lowering them;
- limiting or controlling production, outlets, capital expenditures or technical advances;
- allocating markets and supply sources.

12.2 The Consultants are considered acquainted with and aware of the laws in force in the Republic of Lebanon.

# **CONTRACT FOR CONSULTANT'S SERVICES**

**CONSTRUCTION SUPERVISION SERVICES FOR** \_\_\_\_\_

*CDR Contract No.* \_\_\_\_\_

between

**COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION**

REPUBLIC OF LEBANON

and

\_\_\_\_\_

*Notification Date:* \_\_\_\_\_

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## CONTRACT FOR CONSULTANT'S SERVICES

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2025,

between

**THE COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (CDR)** of the Republic of Lebanon (hereinafter called "the Client"), on one hand,

and

\_\_\_\_\_ (hereinafter called "the Consultant"), on the other hand,

### WHEREAS

- (A) the Client intends to carry out the Project related to "the construction of Harbata Governmental Hospital" (hereinafter called "the Project");
- (B) the Client has requested the Consultant to provide certain consulting services required for the Project, as defined in Appendix A;
- (C) the Consultant, having represented to the Client that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Lebanon;
- (b) Not Applicable;
- (c) "Contract" means this Contract between the Client and the Consultant;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "foreign currency" means any currency other than the currency of the Republic of Lebanon;
- (f) "Government" means the Government of the Republic of Lebanon;
- (g) "Local currency" means the currency of the Republic of Lebanon;
- (h) "Personnel" means persons hired by the Consultant or by any Subconsultants as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Republic of Lebanon and "local personnel" means such persons who at the time of being so hired had their domicile inside the Republic of Lebanon;
- (i) "Party" means the Client or the Consultant, as the case may be;
- (j) "Project" means the project as described in Appendix A hereto, for which the Consultant is expected to provide the Services;
- (k) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as describe in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 2.3 hereof;
- (m) "Subconsultants" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Subconsultant;
- (o) "Construction Contract" means the contract between the Client and the Contractor for the execution of the works.

### **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Law Governing Contract**

The meaning and interpretation of this Contract shall be governed by the laws of the Republic of Lebanon.

### **1.4 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.5 Headings

The headings shall not limit, or alter or affect the meaning of this Contract.

## 1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or confirmed facsimile to such Party at the following address:

For the Client: COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION  
Tallet El-Serail – P.O. Box 11/3170  
Beirut Central District – Lebanon  
Attention: The President of CDR  
Telephone: (961-1) 981431/2  
Facsimile: (961-1) 981252/3

For the Consultant: \_\_\_\_\_  
\_\_\_\_\_  
Attention: Mr. \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

- 1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery; and
- (b) in the case of facsimiles, twenty-four (24) hours following confirmed transmission.

- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

## 1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations as the Client may approve.

## 1.8 Joint Ventures

Where the Consultant is a Joint Venture the members of the joint venture shall each be held jointly and severally liable for the completion of the Services and they shall enter into an agreement to this effect in a form acceptable to the Client. The members of the joint venture hereby authorise \_\_\_\_\_ *[insert name of one of the entities forming together the Consultant]* to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### **1.9 Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (i) on behalf of the Client by the President of CDR or his designated representative;
- (ii) on behalf of the Consultant by Mr. \_\_\_\_\_ or his designated representative.

### **1.10 Taxes and Duties**

The Consultant shall pay all taxes, duties and charges imposed on them under the Laws of the Republic of Lebanon.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") when the following conditions have been met:

- (a) The Contract has been approved by the Client;
- (b) The Contract has been signed by both Parties and notified to the Consultant.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within three (3) months of the date of signing by the Consultant, either Party may, by not less than thirty (30) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Contract Period and Commencement of Services**

The Contract period is equivalent to the period related to the "Construction Contract".

The Consultant shall begin carrying out the Services not later than the "Starting Date" which is the "Effective Date" or on such later date as the Parties may agree in writing

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.9 hereof this Contract shall be completed when pursuant to the provisions hereof the Services have been completed and accepted by the Client and the payments of remuneration have been made.

### **2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

## **2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war (whether declared or not), riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### **2.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

### **2.7.5 Suspension of Contractual Obligations**

During the period of Force Majeure, the obligations of each party under this Contract shall be suspended until the situation of Force Majeure has ceased to exist or the Contract has been terminated in accordance with Clause 2.9.1 (e).

### **2.7.6 Consultation**

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult together with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8 Suspension of Payments**

The Client has the right, by written notice of suspension to the Consultant, to suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

### **2.9 Termination**

#### **2.9.1 By the Client**

The Client has the right to terminate this contract by giving not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1:

- (a) if the Consultant fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing
- (b) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultant fails to comply with any final decision reached as a result of legal proceedings pursuant to Clause 8 hereof;
- (d) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client which the Consultant knows to be false;
- (e) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.9.2 By the Consultant**

The Consultant has the right to terminate this contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2:

- (a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any decision reached as a result of legal proceedings pursuant to Clause 8 hereof.

### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Applicable Law.

### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clause 3.9 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall remunerate the Consultant for the Services satisfactorily performed prior to the effective date of termination.

### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to jurisdiction pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting judicial award.



### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognised by international professional bodies, and shall observe sound management, and technical engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or Third Parties.

##### **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all necessary steps to ensure that any Subconsultants, as well as the Personnel and agents of the Consultant and any Subconsultants, comply with the Applicable Law.

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultant not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with the Contract or the Services and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **3.2.2 Procurement Rules of Funding Agencies**

Not Applicable.

##### **3.2.3 Consultant and Affiliates not to be otherwise interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for the Project.

##### **3.2.4 Prohibition of Conflicting Activities**

Neither the Consultant nor their Subconsultants nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Lebanon which would conflict with the activities assigned to them under this Contract. The Consultant shall not conduct any interest with the Contractor and/or the Supplier under pain of liability that is assessed by the Client only.

### **3.3 Confidentiality**

The Consultant, Subconsultants and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultant**

The Consultant shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of their default in such performance, subject to the following limitations:

- (a) the Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant, Subconsultants or the Personnel of either of them and
- (b) the Consultant shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

### **3.5 Indemnification of the Client by the Consultant**

The Consultant shall keep the Client, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant or their Subconsultants, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

### **3.6 Insurance to be taken out by the Consultant**

The Consultant (i) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks set forth below, and (ii) shall provide evidence to the Client showing that such insurance has been taken out and maintained with an Insurance Company licensed by the Ministry of Commerce of the Republic of Lebanon and that the current premiums therefore have been paid. Copies of the relevant policies shall be presented to the Client within 20 days after the notification date.

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Lebanon by the Consultant or their Personnel or any Subconsultants or their Personnel;
- (b) Third Party liability insurance;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services;

### **3.7 Consultant's Actions requiring Client's prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing Personnel (other than the Personnel mentioned in Appendix C) to carry out any part of the Services in Lebanon, including the terms and conditions of such appointment;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) modify any approved drawing or design;
- (d) taking any action in the capacity of "Engineer" with respect to construction works executed under the Project for which action, pursuant to such "Construction Contract", the written approval of the Client as "Employer" is required.

### **3.8 Reporting Obligations**

- (a) The Consultant shall submit to the Client the reports and documents specified in the Appendices A & B hereto, in the form, in the numbers and within the time periods set forth in said Appendix.
- (b) The Consultant has to prepare a Certificate of Delivery for goods exempted from customs duties, stating clearly that these goods were especially supplied for the Project.
- (c) The Consultant shall not give to the Contractor possession of any site that includes plots owned by individuals or legally occupied, without the issuance of a relevant seizure decision.  
The Consultant shall be held responsible and be charged for any right or damage resulting from the Consultant's delivery of an unseized plot or use of an unexpropriated plot. The Consultant undertakes to pay to CDR any indemnities that may fall based on court decision, in such a case.
- (d) The Consultant shall present, with the final Tender Documents, a CD-ROM containing all conducted survey data and design information related to the project covered under this Contract using the Geographic Information System (GIS) according to the "GIS Requirements" included in Appendix A. The version presented should be the latest used version of ArcGIS.

### **3.9 Documents prepared by the Consultant to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents (including computer disks thereof) to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

#### **4. CONSULTANT'S PERSONNEL**

##### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carryout the Services.

##### **4.2 Description of Personnel**

The titles, agreed job descriptions and minimum qualifications of each of the Consultant's Personnel are described in Appendix C.

##### **4.3 Working Hours, Overtime, Leave, etc.**

The remuneration of the Consultant shall be deemed to cover any overtime; sick leave or vacation leave. Any taking of leave by Personnel shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

##### **4.4 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependants) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The Consultant shall bear all additional travel and other costs arising out of any removal and/or replacement. The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

##### **4.5 Resident Manager**

The Consultant shall ensure that at all times during the Consultant's performance of the Services a Resident manager, acceptable to the Client, shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance**

The Client shall use his best efforts to facilitate the issue by the Government of documents and permits which are necessary for the prompt and effective implementation of the Services.

### **5.2 Access to Land**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Republic of Lebanon in respect of which access is required for the performance of the Services.

### **5.3 Payment**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

## **6. CONTRACT PRICE AND PAYMENTS**

### **6.1 Contract Price**

According to Appendix F, the Consultant's fees for the Supervision Services related to the Works shall amount to a percentage of \_\_\_\_\_ (\_\_\_ %) percent of the value of the executed Works.

At the time of signing this Contract, the current estimated value of the Works is **USD 3.5 million.**

Consequently, the estimated amount of the Supervision Services is \_\_\_\_\_ (VAT not applicable according to the provisions of Law No. 379 dated 14/12/2001, as amended by Law No. 64 dated 26/10/2017).

This amount shall be updated according to the final value of the construction works executed.

The time period allocated for the execution of the work shall be **eighteen (18) months.**

The supervision services shall cover the Contractor's execution period of eighteen (18) months, starting from the commencement order given to the contractor, until the completion of the works and the issuance of the Taking-Over Certificate (Provisional Acceptance) in accordance with the Contract. The services shall also extend to cover the Defects Liability Period and continue until the issuance of the Final Acceptance Certificate and the contract closes.

## **6.2 Currency of Payment**

Payments shall be made in USD.

## **6.3 Securities**

### **Performance Security**

The Consultant shall provide the Client with a Performance Security of ten (10 %) percent of the price of the Contract as referred to in Clause 6.1, in the form of a bank guarantee to be submitted within fifteen (15) days following the "effective date". The Performance Security should be from a bank located in Lebanon or from a foreign bank through its correspondent in Lebanon. A specimen of the required bank guarantee for good performance of the Contract is attached hereto as Appendix G.

This guarantee shall be finally released to the Consultant upon Final Acceptance of the Consultant's services by the Client which shall take place upon the issue of the Defects Liability Certificate related to the construction contract.

### **Retention Money**

A retention amounting to ten (10%) percent of the amounts due to the Consultant shall be made by the Client from each payment (except the advance payment).

The retention money shall be paid to the Consultant upon Provisional Acceptance of the Consultant's services by the Client which shall take place upon the issue of the Taking-Over Certificate related to the construction contract.

### **Penalties**

If the Consultant fails to submit to the Client the deliverable reports or other services as defined in the time schedule mentioned in Appendix A, the Client shall have the right to impose a penalty on the Consultant at a daily rate of 0.2% of the price of the delayed part of the Services. The penalties shall be limited to a cumulative amount of 10% of the total contract price. In case the delay would exceed a period of 50 days the Client shall have the right to terminate the contract for default of the Consultant in accordance with Clause 2.9.1 above.

If the delay exceeds 20% of the contractual period and does not result from a Force Majeure, or from a Contractor's act, or from a Client's request, then the Consultants fees relative to the delay shall be determined as follows:

- if the delay is due to the Consultant act, then the Consultant shall bear 50% of the supervision fees for the period exceeding 20% of the contractual construction period.
- if the delay is due to an act of both the Consultant and the Contractor, then they shall jointly bear 50% of the supervision fees for the period exceeding 20% of the contractual construction period.

#### 6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Within 60 days after the Effective Date and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultant an advance payment of 10% of the Contract amount mentioned in Clause 6.1. The advance payment will be set off by the Client by percentage deduction of 20% from each payment (except the advance payment) until the advance payment has been fully set off. The bank guarantee shall be issued to the Client by a bank located in Lebanon or from a foreign bank through its correspondent in Lebanon and remain effective until the advance payment has been completely set off as provided above. The bank guarantee shall be in a form specified in Appendix H hereto.
- (b) The Consultants shall be paid according to the percentage stated in Clause 6.1 above, applicable on each invoice related to the executed Works presented by the Contractor and approved by the Client (before deduction for retention and recovery of advance payment).
- (c) All payments under this Contract shall be made to the account of the Consultant within 60 days after receipt of invoice. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.  
In the event of the failure of the Client to make payment within the time stated above, the Client shall pay to the Consultant an Annual interest rate a simple rate Secured Overnight Financing Rate (SOFR) + 2%.
- (f) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

#### 7. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

### **8.2 Jurisdiction**

In the event the Parties should be unable to arrive at an amicable settlement, the dispute shall be submitted to the competent Courts of the Republic of Lebanon.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF THE CLIENT  
CONSULTANT**

Council for Development  
and Reconstruction

**FOR AND ON BEHALF OF THE**

\_\_\_\_\_

Mohamad-Ali Kabbani

Authorised Representative

\_\_\_\_\_  
Authorised Representative



**Appendix A**

**Consultancy Terms of Reference for  
Supervision of the Construction of Harbata Governmental Hospital**

**Project No. - Contract No.**

**September 2025**

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## **Council for Development and Reconstruction**

### **Contract No.**

### **Supervision of the Construction of Harbata Governmental Hospital**

#### **I- SUPERVISION OF CONSTRUCTION WORKS**

##### **PROJECT DESCRIPTION**

**The aim of the project is to supervise the construction works of Harbata Governmental Hospital.**

The services require the supervision of works that encompass, but are not limited to, the construction of a 15-bed hospital in the Harbata area, located in the Bekaa region. This facility comprises two floors: a ground floor with a total area of 3,320 square meters and a technical first floor covering 595 square meters. The total built-up area of the hospital is approximately 4,000 square meters.

In Particular, The Ground Floor consists of the following departments:

- Emergency Department (ER)
- Intensive Care Units (ICU)
- Medical Imaginary Department
- Laboratories
- Central Sterile Supply Department
- Operating & Surgery Department (For One Day with 15-Bed Capacity)
- Outpatient Clinics
- Pharmacy
- Kitchen
- Associated Services (Mortuary, Laundry, Utilities etc.)

#### **1. SITE SUPERVISION**

Under this item the obligation of the Consultant shall be:

##### **1.1. Preparation of detailed program**

The Consultant shall check the detailed program prepared by the Contractor and submit it for approval, including his methodology for ensuring the quality of the works, and computerized program of all activities and resources for the execution of the work included in this contract. The Consultant's plan and program shall include all activities that interface or otherwise relate to the work being done by the different contractors or other involved parties, including required dates of receipt of data and construction drawings, submittal dates for the various documents, appropriate periods for review etc.

The program shall be prepared using management software such as "Primavera"

or similar compatible software approved by the Employer and shall be constantly updated throughout the period of the contract.

Two weeks after appointment of the Contractor, the initial work plan program shall be developed in conjunction with the Contractor and submitted for approval by the Client and any required modifications shall be completed within two weeks of comment by the Client. Delay in receipt of some details from the Contractor will not be accepted as valid reason for delay in submission of the Consultant's initial program.

### **1.2. Progress Monitoring**

The Consultant shall monitor the Contractor's works to determine progress on a monthly basis and ensure that the construction program is maintained and costs minimized by means of, but not limited to, the following activities :

- Review and, if in agreement, consent to the Contractor's proposed program of work to meet key dates established in the various tasks;
- Prepare and maintain progress programs for use in monitoring and reporting progress;
- Analyse deviations in construction progress compared to the Contractor's approved program;
- If and when progress falls behind program, develop in consultation with the Contractor, for approval by the Employer, appropriate modifications to programs and/or work methods to recover the original program.
- Ensure that the Contractor's reporting requirements identified in the management procedures developed by the Consultant are fulfilled.

### **1.3. Co-ordination**

The Consultant shall organize co-ordination and site meetings with the Contractor and suppliers on a regular basis (weekly meeting) and as necessary. The Consultant shall conduct these meetings on behalf of the Client, prepare minutes and reports and distribute them to all concerned parties.

## **2. COST CONTROL**

### **2.1. Monitoring Contract Cost**

The Consultant shall be responsible for monitoring of contract costs relative to budget. He shall utilize a computerized Budget and Cost Forecast (BCF) system and shall prepare, in coordination with the Contractor, an estimate of the cost of the works, and incorporate updated quantities, variation orders, dayworks, potential costs of claims, and projected expenditure from provisional sums. The estimated cash flow up to completion of the contracts shall be prepared, updated based on the revised contract costs, and submitted each month in line with the management procedures.

### **2.2. Claims Management and Variation Orders**

The Consultant shall anticipate potential claims and shall take steps to mitigate their effect. The Consultant shall assess the need for variations to the Contract and any claims, submitted by the Contractor, review their merit and, where appropriate, prepare variation approval requests and submit them to the Employer for approval prior to preparing variation orders and issuing them to the Contractor.

### **2.3. Certify Contractor's Monthly Statements**

The Consultant shall process in a timely manner and, as appropriate, certify for payment the Contractor's monthly interim statements to ensure that such statements reflect work completed.

The statements shall be based on measurements on site. The measurements on site shall be made jointly by the Contractor and the Consultant.

## **3. RECORD KEEPING**

### **3.1. Preparation of Reports**

The Consultant shall prepare all necessary reports for progress and record purposes. The preparation of these reports shall include, but not be limited to, the following activities:

- Prepare and agree with the Employer appropriate formats and review these formats, if required, as work proceeds;
- Collect and check daily and shift reports from the Contractor for labor and equipment in anticipation of preparing weekly and monthly summary reports;
- Keep records of all measurements and agreements and incorporate measurement data in monthly progress reports and cost monitoring systems;
- Undertake the correct and timely distribution of all reports;
- Minutes of sit and co-ordination meetings shall be distributed within the three days following the meeting;
- Monthly progress reports will be standardized as per the developed management procedure. The Consultant shall follow these standardized formats;

- The Consultant shall prepare and/or supervise the preparation of cost reports, progress reports, construction schedules, estimates of monthly cash requirements, Contractor's estimates for payments, and such other reports and data as may be desirable or as may be directed by the Employer. Monthly construction progress reporting will use the "Earned Value" technique requiring the provision of an activity completion report for each contract with an "S" curve, and a tabular cash flow report.

### **3.2. As-Built Drawings and Completion Report**

The Consultant shall be responsible for ensuring that the Contractor maintains at the site a complete set of "as-built" drawings for the Contract as the work proceeds. To this end the Contractor shall:

- On a set of working drawings maintain a continuous reproducible "as-built" record of the actual alignments, levels, dimensions etc. to which the works have been constructed;
- On completion of the construction of each structure/section, transfer all recorded changes to a CAD file (original CAD files to be supplied by designer), or prepare new CAD drawings as required;
- Prepare completion reports for all major structures or elements of the contract works, incorporating as-built records and drawings, within 60 days of issue of any taking over certificate. Completion reports shall also include details of construction methodology, test results, O&M recommendations etc.
- The Consultant shall audit on a monthly basis, and maintain audit records for review by the Client, the Contractor's performance in producing as-built details and completion reports.

### **3.3. Operation and Maintenance Manuals**

The Consultant shall review detailed Operation and Maintenance Manuals prepared by the Contractor, finalize as appropriate and submit to the Employer.

The O&M manual shall include at least:

- Reference to all relevant design and other reports, specifications etc. in order to provide a complete bibliography on the structures and plant such that the operation and maintenance staff can understand the basis of their functions;
- Details of any problems encountered during construction which may have a bearing on the future safe operation and decommissioning of the facilities;
- Full operating instructions for all systems; drawings, diagrams, charts, notices etc. to facilitate understanding of safe operation and maintenance;
- A maintenance schedule and consumables required to give reliable operation of the facilities.

## **4. SUPERVISION OF CONTRACT WORKS**

### **4.1. Project Manager Function**

The conditions of Contract for the construction contracts are based on CDR FIDIC

Conditions of Contract and special conditions. The Consultant will be required to obtain specific approval of the Employer before taking certain actions.

#### **4.2. Construction Works and Materials Inspections and Approvals**

The Consultant shall supervise and inspect the construction works including, but not limited to, the following activities:

- supervising and inspecting the works of the contractors and suppliers for completion of the contracts in accordance with plans and specifications;
- monitoring environmental and health and safety requirements, whether specified or not, and ensuring that requirements are fulfilled;
- taking photographs during construction and installation and keeping a daily diary of construction activities;
- supervising all tests to be carried out by the Contractor and suppliers;
- supervising and preparing final evaluation of all measurements made by the Contractor including the provision of all necessary measurement instruments;
- supervising the assembly, installation, preliminary tests, initial operation and preparation for commissioning of all machinery and equipment on site;
- supervising through qualified inspectors jointly with the Employer the execution of the acceptance tests prior to convening the taking over committee and issuing the Taking Over Certificate;
- submitting to the Client copy of correspondences between Consultant and Contractor.
- preparing the SNAG LIST and ensuring that the Contractor corrects and remedies to all defaults during the Defects Liability Period prior to convening the reception committee and issuing the Final Taking Over Certificate;
- preparing and submitting to the Employer inspection and test reports and certificates of acceptance;
- supervising the commissioning of all structures and plant. The Consultant shall assist in the involvement of concerned operating staff, co-ordinate testing and commissioning programs and prepare taking over certificates;
- administer day-works as required;
- follow up on the manufacturing of all equipment to ensure compliance with the specifications, including monitoring of certificates of origin, and supervise their delivery to ensure compliance with contractual time schedules;
- follow up on packing, transportation and delivery, as well as temporary storage, and supervise the storage at site of all equipment, materials and supplies, together with ensuring that Letters of Credit are opened by the Contractor where appropriate;
- promote a good working environment and monitor labour relations, living and community relations to be able to identify potential problems and solve them promptly as set forth in the various contracts.
- Preparing and submitting to the Client, the monthly payment every end of month.
- Enforce the maintenance and protection of traffic procedures and schemes as detailed in the drawings;

- enforce the CDR Safety, Health and Environmental Regulations;
- ensure that the Contractor complies with the contract in respect of insurance.

## **5. STAFF & FACILITIES**

### **5.1. Staff**

The Consultant shall employ the staff as may be necessary to fulfill his obligation under the agreement as specified in Appendix B.

### **5.2. Consultant's Facilities**

Office space and limited furnishings will be provided by the Contractor. The Consultant shall provide all other office furnishings required for his site staff. He shall provide and maintain all telephones and other services. He shall furnish and equip the office and shall provide all consumables and stationery. The Consultant shall provide all surveying equipment and other tools needed to carry out his supervision duties. On completion of his works he shall remove the offices provided by him and shall restore the site of the offices to their original condition.



## **Appendix B Reporting Requirements**

In accordance with the Terms of Reference set out in Appendix A, the Consultant shall provide the following reports and documents to the Employer:

1. Weekly meeting minutes.
2. Monthly progress reports (including updated schedules, costs, and photographs).
3. Interim payment certificates (monthly).
4. Variation orders and claims assessments.
5. Approved shop drawings and technical submissions.
6. Operation & Maintenance Manuals.
7. As-built drawings.
8. Interim handover reports.
9. Final completion and handover report.

## **Appendix C**

### **Consultant's Key Personnel**

#### **Minimum Requirements**

The following Consultant's team is considered appropriate as a minimum. The Consultant shall make his own assessment of the staff needed for carrying out the work but must comprise at least the minimum specified here. The Consultant shall submit the curriculum vitae for the proposed Project Manager, Architect, Structural Engineer, Mechanical Engineer, Electrical Engineer, Biomedical Engineer, Quantity Surveyor (QS).

#### **Staff Duties and Qualifications**

##### **Note:**

- If K-1 is an Architect, then K-2 shall be a Structural/Civil Engineer
- If K-1 is a Structural/Civil Engineer, then K-2 shall be an Architect

#### **• Position K1: Project Manager – Team Leader / (Architect OR Structural/Civil Engineer)**

**Principal Duties:** Engineer's Representative. Overall responsibility for direction of staff. Maintaining contact with the Client and the Consultant's head office. Liaison with public authorities and general members of the public. Maintaining control of programming, claims, and variations. Issuing instructions to the Contractor. Must be available to work full time on site on this contract. Follow-up during the warranty period, and assisting the Client in the handover.

##### **• If K1 is an Architect:**

The Project Manager shall lead and supervise all architectural and finishing aspects of the project, ensuring that architectural design intent, functionality, and hospital standards are respected. The duties include coordination with the Structural/Civil Engineer, MEP, and biomedical teams to resolve design and site issues related to architecture, finishing materials, interior design, and building aesthetics.

##### **• If K1 is a Structural/Civil Engineer:**

The Project Manager shall lead and supervise all civil and structural aspects of the project, ensuring compliance with design, specifications, and safety standards. The duties include coordination with the Architect, MEP, and biomedical teams to resolve design and site issues related to structure, durability, and stability of the works.

**Qualifications:** The Expert shall have a minimum of ten (10) years of professional experience in the supervision of building works, including at least one (1) hospital project or one (1) day-surgery project, and shall have not less than three (3) years of experience as a Project Manager.

**Proposed Allocation:** Assigned 100% to the whole project.

- **Position K2: Architect OR Structural / Civil Engineer**

- ↓ **Architect**

**Principal Duties:** Supervise architectural works including finishing, façade, interior works, landscaping, and external works. Ensure quality of finishes meets hospital standards. Review architectural shop drawings and coordinate with structural, MEP, and biomedical requirements. Follow-up during the warranty period, and assisting the Client in the handover.

**Qualifications:** The Expert shall have a minimum of five (5) years of professional experience in the supervision of building works, including construction, extension, or rehabilitation, and shall have participated in at least one (1) hospital project or one (1) day-surgery project.

- ↓ **Structural / Civil Engineer**

**Principal Duties:** Supervise all civil and structural works, including foundations, reinforced concrete, steel structures, finishes, and external works. Review structural shop drawings, monitor compliance with design and specifications, check quality of construction materials, and manage structural safety issues. Follow-up during the warranty period, and assisting the Client in the handover.

**Qualifications:** The Expert shall have a minimum of five (5) years of professional experience in the supervision of building works, including construction, extension, or rehabilitation, and shall have participated in at least one (1) hospital project or one (1) day-surgery project.

- **Position K3: Electrical Engineer**

**Principal Duties:** Reviewing and approval of submittals and shop drawings, supervision of electrical or related works, testing and commissioning, reporting, follow-up during the warranty period, and assisting the Client in the handover.

**Qualifications:** The Expert shall have a minimum of five (5) years of professional experience in the supervision of building works, including construction, extension, or rehabilitation, and shall have participated in at least one (1) hospital project or one (1) day-surgery project.

- **Position K4: Mechanical Engineer**

**Principal Duties:** Reviewing and approval of submittals and shop drawings, supervision of mechanical or related works, testing and commissioning, reporting, follow-up during the warranty period, and assisting the Client in the handover.

**Qualifications:** The Expert shall have a minimum of five (5) years of professional experience in the supervision of building works, including construction, extension, or rehabilitation, and shall have participated in at least one (1) hospital project or one (1) day-surgery project.

- **Position K5: Biomedical Engineer**

**Principal Duties:** Reviewing and approval of submittals and shop drawings, supervision of medical equipment-related works, reporting, follow-up during the warranty period, and assisting the Client in the handover.

**Qualifications:** The Expert shall have a minimum of five (5) years of professional experience in the supervision of building works, including construction, extension, or rehabilitation, and shall have participated in at least one (1) hospital project or one (1) day-surgery project.

- **Position K6: Quantity Surveyor (QS) / Contracts Engineer**

**Principal Duties:** Monitor and control project costs, check and verify interim payment applications, evaluate claims and variations, support contract administration, and maintain cost records.

**Qualifications:** The Expert shall have a minimum of five (5) years of professional experience in quantity surveying and/or contract administration, preferably including experience on building or hospital projects.

## **Appendix D**

### **Responsibilities of the Client**

- 1 Liaison will be with the Council for Development and Reconstruction throughout the duration of the Contract.
- 2 The Client will provide the Consultant with access to all available documents related to the services, including previous studies, tender documents, and the close out reports of the design consultant. The Consultant shall obtain copies of such documents and data at his own expense.

## **Appendix E**

### **Technical Information to be Submitted by Consultant**

- 1 The Consultant shall prepare and submit the following technical information concerning the Consulting firm and the performance of the Services:
  - (a) Annex E1 - details of the Consulting firm.
  - (b) Annex E2 - Curriculum vitae, one for each person for the positions specified in Appendix C.
  - (c) Annex E3 - a detailed methodology describing how the Consultant intends to carry out the Services.
  - (d) Annex E4 - a workplan of each task of the Services allocating the man-months for each person and identifying *all* staff proposed together with the total man-months between the separate tasks.
  - (e) Annex E5 - Consultant's comments, if any, on the Terms of Reference (Appendix A) and the services and facilities to be provided by the Client (Appendix D).
  - (f) Annex E6 – Specimen Joint Venture Agreement (JVA).  
A Joint Venture Agreement entered into by the partners shall be signed (by all partners) and submitted with the Proposal.

## **Annex E1**

### **Details of Consulting Firm**

The Consultant shall prepare and submit details of the following:

1. **Description of the Firm**, highlighting its suitability for the assignment, comprising:
  - ✦ Years of experience in providing **supervision services for hospital construction, extension, or rehabilitation projects**, including at least one hospital of 40-bed capacity or a day-surgery hospital completed within the last twenty (20) years;
  - ✦ Names and addresses of any associate consulting firms in Lebanon and their specializations (if any);
  - ✦ Names and addresses of associate firms or sub-consultants proposed to be involved (if any), with details of the parts of the Services they will carry out (**Joint Ventures are not permitted**);
  - ✦ Charts showing the Firm's organizational and staffing structure;
  - ✦ Total number of permanent professional staff, highlighting those specialized in hospital supervision services (architectural, structural, MEP, biomedical, healthcare planning);
  - ✦ Availability of adequate back-up facilities if required.
2. **Experience of Similar Assignments** during the past **twenty (20) years**.
3. **Proposed computer hardware and software**. Details shall also be given of the computer hardware and software to be used by the Consultant. The Consultant shall ensure availability and use of advanced project management programmes, planning and reporting, of a standard that will ensure easy transfer of data and to allow any data regrouping by the Client. The names of Personnel having greatest practical experience in the use of such systems should be given and reference to same included on their CVs.
4. **List of equipment** to be used during the assignment, specifying if equipment is owned or is to be purchased or hired locally.

**Annex E2**

**Format of Curriculum Vitae  
for Members of Consultant's Team**

**Name:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_

**Profession:** \_\_\_\_\_

**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Present place of work:** \_\_\_\_\_

**Proposed Position on Team:** \_\_\_\_\_

---

**Education:**

(Under this heading, summarise college/university and other specialised education of staff member, giving names of colleges/universities, dates attended and degrees obtained.)

**Key Qualifications:**

(Under this heading, outline staff member's experience and training most pertinent to assigned work on proposed team. Describe *degree of responsibility held* by staff member on relevant previous assignments and give dates and locations. Use up to half a page.)

**Languages:**

(Under this heading, tabulate and mark proficiency 1 to 5: 1 = basic; 5 = fluent)

	Reading	Speaking	Writing
English			
Arabic			
French			

**Experience Record:**

(Under this heading, list all positions, in reverse chronological order, held by staff member since commencing work, giving dates, names of employing organisation, title of position held and location of assignments. For experience in *last twenty years*, also give types of activities performed and client references where appropriate. Use up to three pages.)



### **Annex E3**

#### **Methodology**

- 1 The Consultant shall prepare and submit a fully detailed methodology describing how he intends to carry out the Services stipulated in the Terms of Reference.
- 2 The Methodology for the Construction Supervision shall include a description/outline of the management procedure for planning, progress tracking and cost monitoring to be developed and adopted by the Consultant's staff upon start-up of construction. Also, quality assurance and quality control procedures are to be presented as part of the management procedure. The management procedure should include the production of a monthly progress report reflecting the progress and highlighting the issues requiring attention.

## **Annex E4**

### **Work Plan and Allocation of Personnel to Each Task**

1. The Consultant shall prepare and submit a detailed schedule and resource plan of each task/phase of the Services, allocating the man-months for each person and the total man-months between the separate tasks/phases.
2. The plan shall also be presented in the form of a Gantt chart, showing linkages, dependencies, and the critical path.
3. All programme and planning information, including resources, shall be presented in a cost-weighted format that can be used for monitoring progress using earned value techniques.
4. The resources shall be based on:
  - (a) the tasks/phases specified in **Appendix A (TOR for Supervision of the Construction of Harbata Governmental Hospital)**;
  - (b) the man-months for each position and the total man-months; and
  - (c) the personnel specified by the Consultant in **Annex E2**. These shall be presented in the prescribed form attached to the RFP.
5. The Consultant shall provide a clear presentation of the man-month input for each person as well as the total man-months, including any local associates or sub-consultants (if applicable). *Note: Joint Ventures are not permitted.*
6. Some tasks/phases and the allocation of man-months may overlap; this shall be clearly reflected in the work plan, resource schedule, and Gantt chart.
7. The work plan may, if required by the Client, be updated and agreed during a coordination meeting with the Client during the negotiation period prior to Contract signing.

## **Annex E5**

### **Consultant's Comments**

The Consultant shall submit and detail below comments, if any, on the Terms of Reference and the services and facilities to be provided by the Client. If none, state "No Comments".

**ANNEX E6**

**SPECIMEN**

**JOINT VENTURE AGREEMENT (NOT APPLICABLE)**

This agreement is made the \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between:

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

and

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

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

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

\_\_\_\_\_ (hereinafter called "the Project")

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

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

**1 ESTABLISHMENT OF THE JOINT VENTURE**

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

## **2 LIABILITY**

**2.1** Notwithstanding any other conditions contained in this joint venture agreement or in any other agreement between the Parties, each of the Parties hereby commits itself to be jointly and severally liable towards the CDR as well as towards any and all CO-contractors and/or subcontractors for the proper execution of all obligations of the Joint Venture in relation to the Contract to be signed with the CDR for the execution of the Project.

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

## **3 REPRESENTATION**

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

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

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

## **4 REVENUE DISTRIBUTION**

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

First Party \_\_\_\_\_ %

---

Second Party	_____	%
-----	_____	%

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

## **5 EXCLUSIVITY**

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

## **6 OBLIGATION TO TENDER**

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

## **7 DURATION**

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

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

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

## **8 RIGHTS OF CDR**

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

## **9 SETTLEMENT OF DISPUTES**

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

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

***Alternative 1: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of***

*the other party's request for such amicable settlement may be submitted by either party to **the competent Court in the Republic of Lebanon**. Lebanese law shall apply to the interpretation of this agreement.*

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

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

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

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

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**

**FIRST PARTY**

**SECOND PARTY**

**NAME:**

**NAME:**

**TITLE:**

**TITLE:**

**SIGNATURE:**

**SIGNATURE:**

**STAMP:**

**STAMP:**

## Work plan and Allocation of Personnel to Each Task

[illegible]

**B:** The Consultant shall indicate any foreign and local personnel and regular and subcontracted staff.



## Appendix F

### Remuneration of the Consultant

The Consultant shall complete and submit this Appendix, and associated Annexes, as his Financial Proposal.

- 1 Based on the Contract and Appendices A to E inclusive, the Services specified therein for supervision of construction works shall be carried out by the consultant for the price, resulting from the total cost of Annexes F1 and F2, equivalent to the percentage of .....% [Consultant to insert percentage in figures] (..... percent) [Consultant to insert percentage in words] of the cost of the construction contract of the executed works.

The current estimated amount for the Works is 3.5 Million USD.

Consequently the estimated amount of the supervision services is .....  
(VAT not applicable according to the Terms of the Law No 379 dated 14/12./2001, as amended by Law No. 64 dated 26/10/2017).

The supervision services shall cover the Contractor's execution period of eighteen (18) months, starting from the commencement order given to the contractor, until the completion of the works and the issuance of the Taking-Over Certificate (Provisional Acceptance) in accordance with the Contract. The services shall also extend to cover the Defects Liability Period and continue until the issuance of the Final Acceptance Certificate and the contract close-out.

The Consultant's price shall be deemed to cover all costs including salaries, allowances and other costs of personnel, international and local travel, transport of personal effects, communications, printing and any and all other costs in carrying out the Services, inclusive of the supply or use of any subcontractors, materials or equipment and head office charges and support associated with the Services.

- 2 The price for supervision of construction, will be paid in accordance with the schedule defined in Annex F3, subject to Clause 2.8 of the Conditions of Contract
- 3 No additional payments will be paid for additional services unless specifically instructed by the Client and agreed upon in advance between the Client and the Consultants.
- 4 If additional services are requested and agreed in accordance with Item 3 above, the cost of such additional services shall be a sum derived from the rates, prices and costs detailed in Annexes F1 and F2.

Signature of the bidder's Authorized Representative:  
Official Stamp of the Bidder:  
Stamp LBP 1,000,000

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**Annex F1**

**Breakdown of Cost of Consultant's Personnel  
Services for supervision of construction of Harbata Governmental Hospital**

(Expressed in US\$)

Name	Position	Basic Salary Per Working month 1	Social Charges (% of 1) 2	Overhe ad (% of 1) 3	Subtotal (1+2+3) 4	Fee (% of 4) as % of 1 5	Rate Per Working month (4+5) 6	Rate (6/1) 7	Numbe r of man- months 8	Total cost (6x8) 9
	Project Manager									
	Architect or Structural / Civil Engineer									
	Electrical Eng.									
	Mechanical Eng.									
	Biomedical Eng.									
	Quantity Surveyor									
<b>TOTAL PERSONNEL COST</b>										

NB: (a) Separate Annexes shall be submitted for regular and subcontracted personnel.

(b) For the minimum required Man-Month's staff refer to Appendix(C).

## Annex F2

### Breakdown of Consultant's Expenses

#### Services for supervision of construction of Harbata Governmental Hospital (Expressed in US\$)

Item	Expenses	Amount
		US\$
1	Per diem allowances for Personnel whilst absent from his home office and outside Lebanon <i>[only applicable if part of the Services require work outside Consultants' home office and outside Lebanon, eg inspection, during manufacture, of equipment being supplied under a "works" or "supply" contract]</i> .	
2	International transportation of Personnel	
3	For air travel of Personnel, the cost of excess baggage, unaccompanied baggage or air freight	
4	For air travel of Personnel, miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc	
5	Living allowance, including accommodation, in Lebanon for foreign Personnel	
6	Local transportation	
7	Office accommodation, equipment and supplies including utilities and communication charges	
8	Printing, reproducing and shipping of documents, reports, drawings, etc as specified in Appendices A & B	
9	Acquisition, shipment and handling of specified equipment, instruments, materials and supplies to be imported by the Consultants and to be paid for by the Client (including transportation to Lebanon) as specified in Appendix A	
10	Programming and use of, and communication between, the computers for the purposes of the Services as specified in Appendix A	not used
11	Training of Client's personnel outside Lebanon as specified in Appendix A	not used
12	Laboratory tests on materials, model tests and other technical services as specified in Appendix A	
13	Bid guarantee	
14	Advance payment guarantee	
15	Performance guarantee	
16	Other expenses not covered by the foregoing required for completion of the Services (to be listed by Consultants)	
17	Taxes (this item includes all contract's related taxes)	
<b>Total Expenses</b>		

### **Annex F3**

#### **Schedule of Payments**

The contract price will be paid according to the following schedule:

- i) After the effective date and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultant an advance payment of ten (10%) percent of the Contract amount stated in Appendix F, Clause 1. The advance payment will be set off by the Client by percentage deduction of (20%) from each payment (except the advance payment) until the advance payment has been fully set off. The bank guarantee shall be issued by a bank acceptable to the Client and remain effective until the advance payment has been completely set off as provided above.
- ii) Each month, an amount (less retention) equivalent to the percentage stated in Appendix F, Clause 1, applied to the certified amount due (before deductions for retention and recovery of advance payment) under the construction contract for works completed.
- iii) Retention monies shall be released in accordance with Clause 6.3 of the Conditions of Contract.

**APPENDIX G**  
**SPECIMEN FORM**  
**BANK GUARANTEE FOR GOOD PERFORMANCE**

To: Council for Development and Reconstruction  
Tallet el Serail  
P.O.Box 11/3170  
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No \_\_\_\_

According to the terms of contract, dated \_\_\_\_, for the  
\_\_\_\_\_, concluded between  
the Council for Development and Reconstruction  
(hereafter called CDR) and

---

(hereafter called the Consultant),  
the Consultant undertakes to produce a Bank Guarantee for good performance of the contract of \_\_% of the  
value of the contract or the amount of \_\_\_\_\_.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Consultant as a  
primary obligator and not as a surety merely, to pay the CDR upon its first demand and without cavil or  
argument any amounts up to the maximum of \_\_\_\_\_  
\_\_\_\_\_ in cash, in the event according to the binding opinion of the CDR, the Consultant  
would fail to comply with his contractual obligations.

The failure of the Consultant to comply with his contractual obligations shall be advised to us in writing  
with a copy to the Contractor.

This guarantee shall enter into effect on the date of entry into force of the Contract and shall remain valid  
until .....(insert date) or until the Final Acceptance of the services by CDR, whichever comes later.

DATE:

SIGNATURE OF THE BANK

**APPENDIX H**  
**SPECIMEN FORM**  
**BANK GUARANTEE FOR ADVANCE PAYMENT**

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Date:** \_\_\_\_\_

To: Council for Development and Reconstruction  
Tallet El Serail  
P.O. Box 11/3170  
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Advance Payment No \_\_\_\_\_

According to the terms of Contract, dated \_\_\_\_\_, for the  
\_\_\_\_\_, concluded between  
the Council for Development and Reconstruction  
(hereafter called CDR) and

---

(hereafter called the Consultant),  
the CDR undertakes to pay the Consultant \_\_\_% of the value of the contract or the amount of  
\_\_\_\_\_ by way of advance payment. The said advance payment shall be paid to the  
Consultant upon receipt by the CDR of the original of this guarantee.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Consultant as a  
primary obligator and not as a surety merely, to pay the CDR upon its first demand and without cavil or  
argument any amounts up to the maximum of \_\_\_\_\_  
\_\_\_\_\_ in cash, in the event according to the binding opinion of the CDR, the Consultant  
would fail to comply with his contractual obligations.

The failure of the Consultant to comply with his contractual obligations shall be advised to us in writing  
with a copy to the Contractor.

This guarantee shall enter into effect on the date of payment to the Consultant of the advance payment  
either partially or totally and shall remain valid until .....(insert date) or until the CDR has received  
full repayment of the same amount from the Consultant, whichever comes later.

DATE:

SIGNATURE OF THE BANK

## **APPENDIX I**

**NOT USED**

## APPENDIX J

### Specimen Form Bid Security (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

To: Council for Development and Reconstruction  
Tallet el Serail  
P.O.Box 11/3170  
Beirut, Lebanon

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

BY THIS GUARANTEE we [Name of Bank] of [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the Council for Development and Reconstruction (hereinafter called "the Employer") in the sum of \_\_\_\_\_ USD in Cash for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 202\_\_

#### THE CONDITIONS of this obligation are:

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

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

This Guarantee will remain in force up to and including the date (148) days after the deadline for submission of the Bids, as it may be extended by the Employer at any time prior to this date, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE: .....

SIGNATURE OF THE BANK: .....

IN THE CAPACITY OF: .....

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



## **Appendix K**

### **Value Added Taxes (VAT) - Law 379 dated 14 December 2001 amended by law #64 dated 26/10/2017**

#### **VAT Mandate**

- 1- The Contractor/Consultant shall be registered in the Ministry of Finance – VAT Department to be able to invoice the VAT to the Council for Development and Reconstruction or obtain its refund from the Ministry of Finance, according to the financing source of the contract.
- 2- The Contractor/Consultant shall submit its offer without calculating the VAT in its unit price.
- 3- Method of invoicing the VAT for contracts totally financed by the Lebanese State:  
The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.
- 4- Method of VAT invoicing/refund for contracts partially financed by foreign sources:  
For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 2 above.  
For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.
- 5- Methods of VAT refund for contracts totally financed by foreign sources:  
The contracts totally financed by foreign sources shall be exempted from the VAT. In the event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/01/2002.)

This document was approved by virtue of decision # 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR; and amended as per Law #64 dated 26/10/2017

## Appendix L

### Declaration of Integrity

Name of Bid: \_\_\_\_\_

Contracting Authority: \_\_\_\_\_

Name of the bidder/authorized signatory for the company: \_\_\_\_\_

Company Name: \_\_\_\_\_

We the undersigned confirm the following:

1. Neither we nor our employees, partners, agents, shareholders, advisors or their relatives have any relationships that may give rise to a conflict of interest in the subject matter of this transaction.

2. We will inform the Public Procurement Authority and the contracting authority in the event of a conflict of interest or discovery.

3. Neither we nor any of our employees, partners, agents, shareholders, advisors or their relatives have engaged, or will engage in fraudulent, corrupt, coercive, or obstructive practices in connection with our offer or proposal.

4. Neither we, nor any of our partners, agents, shareholders, consultants, or their relatives, have made any payments to the employees, partners, or employees participating in the purchase process on behalf of the contracting authority, or to anyone else

5. In the event that we violate this declaration and undertaking, we will not be eligible to participate in any public bidding whatever its subject and we accept in advance any exclusion measure taken against us and we undertake at our full will not to dispute it. Any false information will expose us to prosecution by the competent references.

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]