

THE REPUBLIC OF LEBANON

Council for Development and Reconstruction (CDR)

Request For Proposals (RFP)

RFP No.: 394EIAAKKARHOS

**Tender Document
for the Selection of Consulting Services
for the Environmental Impact Assessment Study for the
Construction of Akkar Governmental Hospital
(Sahleh-Akkar Area)**

Project: Akkar Governmental Hospital

Financing No.: 394-4

Client: Council for Development and Reconstruction (CDR)

Country: Lebanon

Bidding Conditions and Procedures

Issued: September 2026



THE REPUBLIC OF LEBANON
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

Ref:.....

Date :.....

Dear Sirs,

Subject: Instructions to Bidders for Consulting Services for the Environmental Impact Assessment Study for the Construction of Akkar Governmental Hospital (Sahleh–Akkar Area)

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 Akkar 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 eligible Consultants to submit technical and financial proposals for the provision of consulting services for the Environmental Impact Assessment (EIA) study for the construction of Akkar Governmental Hospital. Such proposals may form the basis for subsequent negotiations and, ultimately, the signing of a contract between the selected Consultant and the CDR.

1.3 The project involves the construction of a 15-bed hospital in the Sahleh–Akkar area. The facility, designed to accommodate a 15-bed capacity for one-day surgery, consists of three levels: a basement with a total area of 1,260 m², a ground floor of 1,260 m², and a first floor of 1,260 m², resulting in a total built-up area of approximately 3,780 m².

2. Eligibility

2.1 Eligible Consultants

- The Bidder shall be a Lebanese consulting firm specialized in Environmental Impact Assessment studies duly registered in accordance with the applicable laws and regulations.
- The Bidder shall demonstrate experience in preparing Environmental Impact Assessment (EIA) studies for building projects.
- Such experience shall include the completion of at least one (1) Environmental Impact Assessment (EIA) study for a hospital project within the last twenty (20) years.



- 2.2 Joint Venture agreements are not applicable for this project.
- 2.3 Subconsulting is not allowed. All services shall be performed by the Consultant.
- 2.4 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.
- 2.5 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).
- 2.6 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 1 Year** before the original bid submission deadline, otherwise the bidder's bid will be rejected.



Instruction to Bidders

- ✚ 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.
- ✚ 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 (الصادر عن وزارة المالية), along with their identification cards.
- ✚ 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.
- ✚ 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.



Instruction to Bidders

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 initialed 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 Consulting Services for the Environmental Impact Assessment Study for the Construction of Akkar Governmental Hospital
- ✚ DO NOT OPEN BEFORE (*Insert date for opening Proposals*) at 12:00 (noon) Beirut local time

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" **Envelopes submitted by Consultants who fail to comply with this requirement will not be considered and will not be opened.**

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.

Instruction to Bidders

- 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.

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;



Instruction to Bidders

- 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

Not Applicable

9 Evaluation & Selection Method

- 9.1 The Bid opening will be conducted in one session, during which the Technical and Financial Proposals will both be opened by the CDR Tenders Committee.
- 9.2 During the opening session, the administrative and technical documents of each proposal will first be examined to verify that all required certificates, declarations, and documents are duly submitted and compliant with the RFP requirements.

Technical proposals will be evaluated according to the following criteria:

The Bidder shall have proven experience in providing consulting services for Environmental Impact Assessment (EIA) studies related to building projects.

The Bidder must demonstrate having successfully completed, within the last twenty (20) years, at least one (1) Environmental Impact Assessment (EIA) study for a hospital project.

For all reference projects, the bidder shall clearly indicate the scope of **Environmental Impact Assessment (EIA)** services provided (including the main tasks and deliverables), together with the relevant project details (e.g., project type, location, client, and study period), supported by completion certificates and/or client attestations.

- 9.3 The Financial Proposals of all bidders will be **opened in the same session and read aloud.**
- 9.4 The Contract will be awarded to the firm submitting the lowest evaluated financial offer, provided that its administrative and technical documents are complete and acceptable and fully meet the above-mentioned criteria.
- 9.5 CDR reserves the right to reject any proposal that does not comply with the requirements of the RFP or to cancel the selection process at any time prior to award, without incurring any liability toward the invited firms.



9.6 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 and on the public procurement Authority page 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.

9.7 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

Instruction to Bidders

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 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".

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 Bidder is considered acquainted with and aware of the laws in force in the Republic of Lebanon.



**Contract for Consulting Services for the Preparation of the
Environmental Impact Assessment (EIA) Study for the
Construction of the Akkar Governmental Hospital**

CDR Contract No. _____

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

Notification Date: _____

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APPENDIX K:	VAT Procedures
APPENDIX L:	Declaration of Integrity

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 _____, 2026,

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 consulting Services for the EIA Study for the construction of Akkar 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**, in consideration of the remuneration set out in **Appendix F**.
- (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;

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
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 Not Applicable

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 Board of Directors of 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 Consultant shall carry out the Services for a period as mentioned in Appendix A, starting from the "Starting Date" which is the "Effective Date".

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.

3.1.3 Bank Secrecy

In accordance with Article 5 of the Banking Secrecy Law dated 3 September 1956 and the Resolution of the Council of Ministers No. 4 dated 28 April 2020, the Consultant shall lift banking secrecy over any bank account used for the deposit or transfer of public funds related to this Contract.

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.

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 Consultants shall take out and maintain at their own cost, insurance against the risks set forth below:

- (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) Not Applicable.
- (d) Not Applicable.

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) Not Applicable.
- (c) Not Applicable.
- (d) The Consultant shall present, with the final Report, a CD-ROM containing all conducted survey data information related to the project covered under this Contract

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 carry out 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.

Not Applicable.

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.

4.5 Project Manager

The Consultant shall ensure that at all times during the Consultant's performance of the Services a Project 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

The Consultants' fees for the Services to be executed under this Contract shall be the lump-sum amount according to **Appendix F**, in the amount of **USD** (**..... United States Dollars**)

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 according to clause 6.4 (e).

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 Final Acceptance of the Consultant's services by the Client according to Clause 6.4 (e)

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.

6.4 Mode of Billing and Payment

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

- (a) Not Applicable
- (b) The Consultants' fees for the services shall be paid in accordance with the percentage distribution set out in the program schedule, as detailed in Appendix A.
- (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%.
- (e) The Services shall be deemed completed, Provisionally and Finally Accepted at the

same time, 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

President

Authorised Representative



Appendix A
Terms of Reference
for the Preparation of the Environmental Impact
Assessment (EIA) Study for the Construction of the Akkar
Governmental Hospital

Project No. - Contract No.

September 2026

A handwritten signature in black ink, consisting of a stylized 'S' shape with a horizontal line extending to the right.

الضوابط المرجعية

لإعداد دراسة تقييم الأثر البيئي لمشروع بناء مستشفى عكار الحكومي

يخضع مشروع بناء مستشفى عكار الحكومي لدراسة تقييم الأثر البيئي وفقاً للمرسوم رقم ٨٦٣٣ تاريخ ٢٠١٢/٨/١٦ (أصول تقييم الأثر البيئي)؛

على مجريات ومحتويات الدراسة التقيد بما جاء في المرسوم المشار إليه أعلاه لاسيما فيما يتعلق بالمواد المبينة في الضوابط المرجعية.

المادة الأولى: مشاركة العامة

(1) على الاستشاري، بالتنسيق مع مجلس الإنماء والإعمار، العمل مع وزارة البيئة على تحديد المعنيين بالمشروع من ضمن اللائحة المبينة في الملحق رقم ١ المرفق، ومن ثم إبلاغهم رسمياً عنه ويعتبر ختم الجهات الرسمية المعنية وتاريخ التسجيل على مستند خاص معد لهذه الغاية مثبتاً لقيام الاستشاري بإبلاغها.

(2) على الاستشاري، بالتنسيق مع مجلس الإنماء والإعمار، عند إبلاغ البلدية التي يقع المشروع في نطاقها أن ينسق معها لجهة الإعلان عن المشروع بهدف إعلام العامة ونشر الإعلان على لوحة الإعلانات العمومية وفي موقع العقار حيث سينشأ المشروع، لفترة خمسة عشر يوماً، على أن يتضمن الإعلان أن المشروع المقترح يستلزم دراسة "تقييم الأثر البيئي"، وأنه يعود للعامة إبداء ملاحظاتها.

تبلغ البلدية وزارة البيئة تاريخ البدء بنشر الإعلان؛ وفي حال تخلف البلدية عن نشر الإعلان، يعود حق نشر الإعلان لوزارة البيئة لصقاً بواسطة المختار أو غيره من الموظفين الرسميين.

(3) على الاستشاري تجميع وتوثيق كافة الملاحظات المرسلّة والتعليقات الواردة وأصل محاضر اللقاءات العامة للمناقشة أو أصل محاضر الاجتماعات الثنائية مع المعنيين.

(4) على الاستشاري إعداد تقرير مفصّل حول عملية مشاركة العامة، يتضمن عرضاً للأنشطة المنفذة، ولائحة بالجهات التي تم التواصل معها، وكافة الملاحظات والتعليقات الواردة، مع تنظيمها ضمن فئات واضحة وتحليلها، وبيان كيفية أخذها بعين الاعتبار في إعداد دراسة تقييم الأثر البيئي.

كما يتضمن التقرير اقتراح الإجراءات اللازمة للحد من الآثار السلبية المحتملة للمشروع، وبيان كيفية معالجتها ضمن تصميم المشروع وخطة الإدارة البيئية.

المادة الثانية: تحديد نطاق تقييم الأثر البيئي

(1) على الاستشاري إعداد تقرير "تحديد نطاق تقييم الأثر البيئي" للمشروع المقترح؛ بالتنسيق مع وزارة البيئة؛ وهو يقتصر على عملية التواصل مع الإدارات الرسمية المختصة والجمهور المعنيين بالمشروع بهدف تحديد (١) حدود دراسة تقييم الأثر البيئي، (٢)

القضايا الهامة، (٣) المعلومات الضرورية لإعداد التقرير، (٤) الآثار الهامة التي يجب درسها.

(2) على التقرير أن يتضمن المعلومات المبينة في الملحق رقم ٢ المرفق، مرفقاً بنسخ عن الملاحظات المرسلة من قبل الاستشاري والتعليقات الواردة وأصل محاضر اللقاءات العامة للمناقشة أو أصل محاضر الاجتماعات الثنائية مع المعنيين، المشار إليهم في المادة السابقة، وبملخص خاص بهم تحت عنوان "مشاركة العامة".

(3) على الاستشاري الالتزام بتقرير "تحديد نطاق تقييم الأثر البيئي" عند إعداد تقرير "تقييم الأثر البيئي"، لاسيما بعد موافقة مجلس الإنماء والإعمار عليه.

المادة الثالثة: تقييم الأثر البيئي

(1) على الاستشاري إعداد دراسة تقييم الأثر البيئي وفقاً للملحق رقم ٣ المرفق (المعلومات المطلوبة في تقرير تقييم الأثر البيئي)، ووفقاً لما نصّ عليه تقرير "تحديد نطاق تقييم الأثر البيئي" المشار إليه في المادة السابقة. تتضمن هذه الدراسة تحديد وتقييم آثار المشروع على البيئة، وخطة إدارة بيئية تحدد بدورها مجموعة التدابير التخفيفية على البيئة والموارد الطبيعية؛ كما وتحدد وسائل الرصد والمراقبة والإجراءات المؤسسية المتخذة خلال إنشاء أو تشغيل أو تفكيك المشروع والتي من شأنها إلغاء الآثار البيئية السلبية أو تخفيفها إلى المستويات المقبولة محلياً إن وجدت وإلا وفقاً للمعايير الدولية المعتمدة. تعتبر "خطة الإدارة البيئية" جزءاً لا يتجزأ من تقرير "تقييم الأثر البيئي".

(2) على الاستشاري إيداع مجلس الإنماء والإعمار بمسودة دراسة تقييم الأثر البيئي؛ وبعد التوافق مع المجلس على كافة المحتويات و/أو تصحيح المعلومات و/أو استكمال النواقص، يقوم الاستشاري بتزويد المجلس بالنسخة النهائية للدراسة وفقاً للأصول.

(3) تخضع دراسة تقييم الأثر البيئي لمراجعة وزارة البيئة وفقاً للأصول المنصوص عليها في المرسوم رقم ٨٦٣٣ تاريخ ٢٠١٢/٨/١٦. وعلى الاستشاري، بناءً على ملاحظات وزارة البيئة وتوصياتها، إجراء التعديلات اللازمة على الدراسة، واستكمال أي نواقص أو تصحيح أي معلومات، وذلك بالتنسيق مع مجلس الإنماء والإعمار، إلى حين الحصول على موافقة وزارة البيئة.

المادة الرابعة:

إن موافقة مجلس الإنماء والإعمار على التقارير التالية: تقرير "تحديد نطاق تقييم الأثر البيئي"، المرفق بتقرير "مشاركة العامة"، ومسودة "تقرير تقييم الأثر البيئي"، والنسخة النهائية لـ "تقرير تقييم الأثر البيئي"، تعتمد على رأي وزارة البيئة وفقاً لأحكام المرسوم رقم ٨٦٣٣ تاريخ ٢٠١٢/٨/١٦؛ إذ أنه طالما أن وزارة البيئة، عند مراجعتها لهذه التقارير، تطلب من المجلس استكمال نواقص و/أو تصحيح المعلومات، على الاستشاري مواصلة تزويد المجلس بالمطلوب لحين موافقة هذا الأخير عليه.

ملحق رقم ١ : لائحة بالمعنيين المحتملين

- ١- الوزارات المعنية كافة.
- ٢- المؤسسات الرسمية ذات الصلة.
- ٣- السلطة البلدية والإدارة المحلية الصالحة في موضوع التنظيم.
- ٤- الجمعيات البيئية غير الحكومية المحلية المنشأة بعلم وخبر.
- ٥- المجموعات والأفراد المتضررين.
- ٦- الجامعات ومراكز البحوث ذات الصلة.
- ٧- أية جمعية أو نقابة أو رابطة يمكن أن تكون مهتمة بالمشروع.



ملحق رقم ٢: المعلومات المطلوبة في التقرير المتعلق بتحديد نطاق تقييم الأثر البيئي

- 1- مقدمة:
تحدد هذه الفقرة الهدف من التقرير المتعلق بتحديد نطاق "تقييم الأثر البيئي" وتعرف بالمشروع موضوع الدراسة وتشرح التدابير التنفيذية لـ "تقييم الأثر البيئي".
- ٢- معلومات مرجعية:
تتضمن هذه الفقرة المعلومات ذات العلاقة بالفرقاء المحتملين الذين قد يقومون بدراسة "تقييم الأثر البيئي"، وتحقيق مختصر عن المحتويات الأساسية للمشروع المقترح، وتصريح عن ضرورة المشروع والحاجة إليه وعن الأهداف التي يبتغيها، والمكتب المنفذ، وملخص لتاريخ المشروع بما فيه البدائل التي تم درسها والمشاريع المرتبطة به. ويتم الإشارة إلى أية مشاريع قيد التنفيذ أو مخطط لها في ذات المنطقة قد تكون منافسة للمشروع المدروس بالنسبة لوحدة الموارد.
- ٣- الأهداف:
تحدد هذه الفقرة نطاق "تقييم الأثر البيئي" وتناقش توقيته بالنسبة لمراحل إعداد المشروع وتصميمه وتنفيذه.
- ٤- متطلبات تقييم الأثر البيئي:
تحدد هذه الفقرة أية تنظيمات وتوجيهات تنظم إجراء "تقييم الأثر البيئي" أو تحدد مضمون التقرير المتعلق بتحديد نطاق "تقييم الأثر البيئي".
- ٥- منطقة الدراسة:
تحدد هذه الفقرة حدود المنطقة التي تغطيها الدراسة لأغراض "تقييم الأثر البيئي". وإذا كانت هناك أية منطقة محاذية أو بعيدة يجب أن تدرس في ما يتعلق بالآثار المحتملة لتنفيذ أو إدارة هذا المشروع، فيجب أن تدرج في التقرير المتعلق بتحديد نطاق "تقييم الأثر البيئي".
- ٦- نطاق العمل:
في بعض الحالات يمكن معرفة المهمات التي يتعين على صاحب المشروع القيام بها بشكل واضح يتيح تحديدها بالكامل في التقرير المتعلق بتحديد نطاق "تقييم الأثر البيئي". إنما في حالات أخرى، تظهر الحاجة إلى إجراء دراسات ميدانية متخصصة أو وضع نماذج بغية تقييم الآثار التي يمكن أن يسفر عنها المشروع المقترح، عندها يطلب من صاحب المشروع تحديد هذه المهام المعينة بمزيد من التفصيل. ويشمل نطاق العمل النقاط التالية:
(١-٦) إطار السياسات والأطر القانونية والإدارية:
تحقيق حول الأنظمة المطبقة والمبادئ والمواصفات المعمول بها في قطاع البيئة محلياً ووطنياً (تحدد الدراسة الاعتبارات المعروفة ويطلب من صاحب المشروع أن يتحقق من وجود اعتبارات أخرى) وتحديد التشريعات التي تحكم القطاع الذي يندرج

تحت المشروع. هذه المعلومات يجب أن تتناول تحديد الإدارة الرسمية المختصة وإمكانياتها على المستوى المحلي والوطني.

٢-٦) المساعدة في التنسيق بين الإدارات الرسمية ومشاركة العامة:
المساعدة في تنسيق الدراسة مع الإدارات الرسمية وفي الحصول على رأي المنظمات غير الحكومية المحلية والمجموعات التي تتأثر بالمشروع المقترح وفي حفظ محاضر الاجتماعات وسائر النشاطات والاتصالات والتعليقات وأسلوب التصرف بها (ويحدد التقرير المتعلق بتحديد نطاق "تقييم الأثر البيئي" أنواع النشاطات مثل اجتماع تحديد نطاق العمل تشارك فيه الجهات المعنية وجلسات إعلامية في قطاع البيئة لموظفي المشروع، ومساندة المستشارين في قطاع البيئة، وندوات عامة الخ).

٣-٦) وصف المشروع المقترح:
وصف أجزاء المشروع وبيان الخرائط المتعلقة بها على المقياس المناسب وصور، وإظهار المعلومات العائدة لموقع المشروع والتصميم الشامل والحجم والسعة وبرنامج العمل والخدمات ومدة التشغيل الخ.

٤-٦) وصف البيئة المحيطة بالمشروع:
جمع وتقييم المعلومات الرئيسية حول الخصائص البيئية لموقع الدراسة (البيئة الفيزيائية والكيميائية والبيولوجية والاجتماعية والاقتصادية) مع الأخذ بعين الاعتبار أية تعديلات متوقعة قبل بدء المشروع وأية تغييرات مستقبلية محتملة.

٥-٦) الآثار البيئية المحتملة للمشروع:
يجب التمييز بين الآثار الإيجابية والآثار السلبية، الآثار المباشرة والآثار غير المباشرة، الآثار على المدى القصير والآثار على المدى الطويل. ويجب تحديد الآثار الدائمة التي لا يمكن تجنبها وتحديد الآثار الكونية وتلك عبر الحدود. على صاحب المشروع أن يصف وسائل وتقنيات التقدير المستعملة لتقييم آثار المشروع على البيئة. يتم تحديد نطاق ونوعية المعلومات المتوفرة، مع شرح الفجوات الهامة في المعلومات وأية احتمالات مجهولة في ما يتعلق بإمكانية تقدير الآثار المحتملة للمشروع المقترح. من المستحسن عرض دفاتر الشروط لبعض الدراسات المزمع إجراؤها بهدف الحصول على المعلومات الناقصة. يجب أن تظهر هذه الفقرة التدابير التخفيفية الممكنة لكل اثر وتوحي بالتدابير الأجدى والأقل كلفة.

٦-٦) تحليل البدائل للمشروع:
وصف مبدئي بشكل عام للبدائل التي تمت دراستها خلال إعداد المشروع المقترح وذكر هذه البدائل الأخرى التي يمكن أن تحقق الأهداف ذاتها. يشمل مفهوم هذه البدائل بشكل عام اختيار موقع المشروع وتصميمه والتكنولوجيا الخاصة به، وأساليب التشييد مع تحديد مراحله، وإجراءات تشغيله وصيانته. كما يتم مقارنة مبدئية عامة لهذه البدائل من حيث الآثار البيئية المحتملة، وتكاليفها من حيث رأس المال والتشغيل، وملاءمتها للأوضاع المحلية، والمتطلبات المؤسسية والتدريبية ومتطلبات الرصد والمراقبة. ويجب، ضمن الممكن، تحديد مبدئي بشكل عام لكلفة وأرباح كل البدائل، إضافة إلى الكلفة المقدرة للتدابير التخفيفية. كما يجب إدراج

البديل المتمثل في عدم إنشاء المشروع، بغية إيضاح الأوضاع البيئية حسب ما هي بدون المشروع.

٦-٧) خطة الإدارة البيئية:

- التدابير التخفيفية للآثار السلبية
- خطة الرصد والمراقبة
- خطة تنمية القدرات المؤسسية لتنفيذ التوصيات المدرجة في " تقييم الأثر البيئي " .

على صاحب المشروع أن يعد خطة مفصلة لإدارة البيئة تشمل التدابير التخفيفية للآثار السلبية كافة وبرنامج الرصد والمراقبة واحتياجات العاملين والمؤسسات لتطبيق هذه التدابير. كما يجب تحديد كلفة هذه الخطة بما فيها التعويض على المتضررين من جراء الآثار غير القابلة للتخفيف.

٧- التقرير:

إن تقرير " تقييم الأثر البيئي " يجب أن يكون موجزاً مقتصرأً على القضايا البيئية الأساسية. يركز النص الرئيسي على نتائج التحقيقات والخلاصة والتوصيات العملية مدعومة بملخصات المعلومات التي تم جمعها وإشارة إلى أية مراجع معتمدة لشرح وتفسير هذه المعلومات. وتعتبر المعلومات التفصيلية أو غير الموضحة غير مناسبة في النص الرئيسي ويجب عرضها في الملاحق أو في مستند مستقل، كذلك بالنسبة للمستندات غير المنشورة المستعملة في دراسة " تقييم الأثر البيئي " لجهة جمعها في ملحق.

يتضمن تقرير " تقييم الأثر البيئي " إلزامياً ما يلي:

- ملخص تنفيذي
- قائمة المحتويات
- مقدمة
- إطار السياسات والأطر القانونية والإدارية
- مشاركة العامة
- وصف المشروع المقترح
- وصف البيئة المحيطة بالمشروع
- الآثار البيئية المحتملة للمشروع
- تحليل البدائل للمشروع
- خطة الإدارة البيئية
- خلاصة
- الملاحق: - محاضر مشاركة العامة
- ملخص عن المستندات المرتبطة بالمشروع
- جداول وبيانات بالمعلومات
- لائحة بالتقارير ذات الصلة
- لائحة بالمراجع العلمية وغير العلمية التي استعملت
- لائحة بأسماء معدي تقرير " تقييم الأثر البيئي " (أفراداً ومؤسسات)

ملاحظة: يحق لوزارة البيئة تعديل النقاط المطلوبة في هذا الملحق تبعاً للمستلزمات البيئية التي تنطبق على مواصفات ومهام المشروع مع الحرص على تطبيق المادة الثانية عشرة المتعلقة بنشر المعلومات .

ملحق رقم ٣: المعلومات المطلوبة في تقرير تقييم الأثر البيئي

إن تقرير " تقييم الأثر البيئي " يجب أن يتضمن النقاط التالية (ليس بالضرورة وفقاً للتسلسل الملحوظ أدناه):

١- ملخص تنفيذي

٢- قائمة المحتويات

٣- مقدمة

• الهدف وتبرير المشروع:

- تحديد المشروع وصاحب المشروع
- وصف مختصر لنوعية وحجم وموقع المشروع
- أهمية المشروع للبلد
- نطاق دراسة " تقييم الأثر البيئي " ويشمل الشخص أو الوكالة التي أعدت الدراسة

٤- إطار السياسات والأطر القانونية والإدارية:

- الإدارة الرسمية المختصة وإمكانياتها على المستوى المحلي والوطني
- التشريعات البيئية وتلك المتعلقة بالبيئة والتنظيمات والسياسة المتبعة في البلد
- التشريعات التي تحكم القطاع الذي يندرج تحته المشروع
- المتطلبات البيئية لأي من المشاركين في التمويل
- الاتفاقيات أو المعاهدات البيئية المطبقة والتي انضم إليها البلد

٥- مشاركة العامة:

- الوكالات الرسمية
- المنظمات غير الحكومية
- المجموعات المتضررة من المشروع

٦- وصف المشروع المقترح:

- نوع المشروع
- موقع المشروع: الخرائط التي تشير إلى موقع المشروع ومدى تأثيره
- حجم المشروع بما فيه النشاطات المرتبطة به المطلوبة منه أو له
- البرنامج المقترح للإنشاء والتشغيل

٧- وصف البيئة المحيطة بالمشروع:

٧-١) البيئة الفيزيائية والكيميائية:

- طبوغرافية الأرض وجيولوجية الأرض ودراسة تأثير الزلازل أو غيرها من الأخطار
- دراسة المياه السطحية والمياه الجوفية
- المقاييس البحرية والساحلية
- الوسائل الموجودة لصرف المياه الملوثة ونوعية المياه
- نوعية الهواء المحيط ومصادر تلوث الهواء الموجودة

- المناخ والرصد الجوي
- الضجيج

٧-٢) البيئة البيولوجية:

- النباتات والحيوانات
- الأسماك والكائنات الحية المائية
- الأنواع النادرة أو المعرضة للخطر
- المناطق الحساسة (غابات - محميات طبيعية - منتزهات طبيعية-الخ.)

٧-٣) البيئة الاجتماعية والاقتصادية:

- العنصر الديموغرافي (السكان - النسيج الاجتماعي - العمالة - توزيع المداخل - العادات والتقاليد - تطلعات السكان-الخ.)
- نشاطات التنمية (البنية التحتية - الصناعة - الزراعة - المؤسسات - السياحة - الترفيه - الخ.)
- استعمال الأراضي
- حركة السير
- الصحة العامة
- التراث الأثري والتاريخي
- القيم الجمالية
- القيم الحضارية والثقافية (عادات وتقاليد وتطلعات)

٨- الآثار البيئية المحتملة للمشروع :

- ٨-١) البيئة الفيزيائية والكيميائية
- ٨-٢) البيئة البيولوجية
- ٨-٣) البيئة الاجتماعية والاقتصادية

٩- تحليل مبدئي عام لبدائل للمشروع:

- في حال عدم إنشاء المشروع
- مشاريع بديلة ذات الأهداف نفسها
- المشروع ذاته مع تقنيات بديلة
- مقارنة الإمكانات المختلفة اقتصادياً وبيئياً

١٠- خطة الإدارة البيئية:

١٠-١) برنامج التخفيف من الآثار السلبية:

- ملخص عن الآثار البيئية المهمة
- تفصيل تقني لكل من التدابير التخفيفية (على أي أثر يتم تطبيقها وما هي شروط تطبيقها - تصاميمها - تفصيل التجهيزات - إجراءات التشغيل)
- الآثار البيئية المحتملة لهذه التدابير

- ارتباط هذه التدابير ببرامج تخفيفية أخرى
- كلفة برنامج التخفيف من الآثار السلبية

٢-١٠ برنامج الرصد والمراقبة:

- تفصيل تقني محدد لوسائل المراقبة (المعايير الخاضعة للمراقبة - أساليب المراقبة - دورية المراقبة المطلوبة - أماكن المراقبة - إجراء القياسات - حفظ المعلومات وتحليلها - إجراءات الطوارئ)
- إجراءات رفع التقارير
- موازنة مفصلة وبرنامج اقتناء التجهيزات والإمدادات اللازمة
- كلفة برنامج الرصد والمراقبة

٣-١٠ برنامج تقوية القدرات المؤسسية:

- وصف مفصل للتدابير المؤسسية اللازمة للقيام بالإجراءات البيئية المذكورة (المسؤولية عن القيام بالتدابير التخفيفية وإجراءات المراقبة الخ.)
- برامج المساعدة التقنية
- اقتناء التجهيزات والإمدادات
- التعديلات التنظيمية
- كلفة برنامج تقوية القدرات المؤسسية

١١ - خلاصة:

- الربح الصافي العام الذي يبرر تطبيق المشروع
- شرح كيفية تخفيف الآثار السلبية
- الاستعدادات المسبقة لمتابعة المراقبة

١٢ - الملاحق:

- محاضر مشاركة العامة
- ملخص عن المستندات المرتبطة بالمشروع
- جداول وبيانات بالمعلومات
- لائحة بالتقارير ذات الصلة
- لائحة بالمراجع العلمية وغير العلمية التي استعملت
- لائحة بأسماء معدي تقرير " تقييم الأثر البيئي " (أفراداً ومؤسسات)

ملاحظة: يحق لوزارة البيئة تعديل النقاط المطلوبة في هذا الملحق تبعاً للمستلزمات البيئية التي تنطبق على مواصفات ومهام المشروع مع الحرص على تطبيق المادة الثانية عشرة المتعلقة بنشر المعلومات .

الجدول الزمني

على الاستشاري إيداع مجلس الإنماء والإعمار بـ:

- 1- تقرير "تحديد نطاق تقييم الأثر البيئي" + تقرير "مشاركة العامة" = بمهلة ٣٠ يوماً بدءاً من تاريخ توقيع العقد.
- 2- مسودة "تقرير تقييم الأثر البيئي"، بمهلة ٦٠ يوماً بدءاً من تاريخ موافقة وزارة البيئة ومجلس الإنماء والإعمار على تقرير "تحديد نطاق تقييم الأثر البيئي".
- 3- النسخة النهائية لـ "تقرير تقييم الأثر البيئي"، بمهلة ٣٠ يوماً بدءاً من تاريخ موافقة وزارة البيئة ومجلس الإنماء والإعمار على "تقرير تقييم الأثر البيئي".

لا تُحتسب ضمن المهل المذكورة أعلاه الفترات اللازمة لمراجعة و/أو موافقة وزارة البيئة ومجلس الإنماء والإعمار.

طريقة الدفع

تقرير "تحديد نطاق تقييم الأثر البيئي" + تقرير "مشاركة العامة"	٢٠% من أصل قيمة العقد	بعد موافقة وزارة البيئة ومجلس الإنماء والإعمار
مسودة "دراسة تقييم الأثر البيئي"	٥٠% من أصل قيمة العقد	بعد موافقة وزارة البيئة ومجلس الإنماء والإعمار
النسخة النهائية لـ "دراسة تقييم الأثر البيئي"	٣٠% من أصل قيمة العقد	بعد موافقة وزارة البيئة ومجلس الإنماء والإعمار



Appendix B
Reporting Requirements

In accordance with Appendix A (Terms of Reference), the Consultant shall submit to the Employer the deliverables specified therein, in the required form and within the required timeframes.

The scope and content of each deliverable shall comply with Appendix A



Appendix C
Consultant's Key Personnel

1) Team Leader / EIA Expert

- **Experience:** Minimum 10 years in EIA studies.
- **Specific experience:** Proven experience in EIA for building projects, including at least one similar project.
- **Role:** Leads the assignment, coordinates the team, and is the main contact with the Employer and the Ministry of Environment.

2) Environmental Specialist / EMP

- **Experience:** Minimum 7 years in environmental studies.
- **Role:** Prepares impact assessment and Environmental Management Plan (EMP), including mitigation and monitoring measures.

3) Public Participation Specialist (Support – part-time/as needed)

- **Experience:** Relevant experience in stakeholder consultation.
- **Role:** Supports public participation activities and documentation.



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). Not Applicable
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:

- ✦ A brief profile of the Firm and its relevant experience in Environmental Impact Assessment (EIA) studies for building projects.
- ✦ The proposed team structure for the assignment, indicating key roles.
- ✦ A summary of relevant professional staff.
- ✦ Details of any sub-consultants, including their role (if applicable).
- ✦ A brief description of the Firm's capacity to carry out the Services.

2. Experience of Similar Assignments during the past ten (20) years.

The Consultant shall demonstrate relevant experience in Environmental Impact Assessment (EIA) studies in accordance with the requirements specified in the Instructions to Bidders.

3. Proposed Computer Hardware and Software

The Consultant shall provide a brief description of the computer systems and software to be used for the EIA study, including tools for data analysis and reporting.

4 List of equipment

The Consultant shall provide a list of the main equipment to be used for the assignment, sufficient to carry out field work, if required.



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.)

Professional Registrations/Certifications: _____

Key Qualifications:

(Under this heading, outline staff member's experience and training most pertinent to the proposed position. Describe the *degree of responsibility held* on relevant assignments and give dates and locations. Include specific experience in EIA/ESIA, scoping, public participation, and EMP preparation relevant to this assignment 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 ten 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 **Environmental Impact Assessment (EIA) Study** shall include a brief description of the proposed approach to carry out the Services, including:
 - o understanding of the assignment
 - o main tasks and deliverables
 - o approach to public participation



Annex E4

Work Plan and Allocation of Personnel to Each Task

1. The Consultant shall submit a work plan describing the main tasks and timeline for carrying out the Services.
2. The work plan shall include a simple schedule (e.g., Gantt chart) showing the sequence and duration of activities.
3. The Consultant shall indicate the proposed key personnel involved in each main task.
4. The work plan shall be consistent with the Terms of Reference (Appendix A).
5. The work plan may be updated, if required, in coordination with the Client 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:



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 the **Environmental Impact Assessment (EIA) Study** shall be carried out by the consultant for the price, resulting from the total cost of Annexes F1 and F2, as a **lump-sum** amount of USD (..... US Dollars) [Consultant to insert amount in figures and words].

Consequently, the price of the EIA 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 EIA Services shall cover the period starting from the Consultant's commencement date up to the **submission and acceptance of the Final EIA** in accordance with the Contract and the requirements of the **Ministry of Environment**, including incorporation of comments from the Client/MoE and documentation of public participation, until final approval/acceptance of the deliverables.

The Consultant's price shall be deemed to cover all costs including salaries, allowances and other costs of personnel, international and local travel, communications, printing, surveys/field visits (as required by the methodology), and any and all other costs in carrying out the Services, inclusive of the supply or use of any sub-consultants (if any), materials or equipment, and head office charges and support associated with the Services.

2. The price for the **EIA Services**, 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



Annex F1

**Breakdown of Cost of Consultant's Personnel
Services for the EIA Study for the construction of Akkar 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
	Team Leader / EIA Expert									
	Environmental Specialist / EMP									
	Public Participation Specialist (Support — part-time/as needed)									
TOTAL PERSONNEL COST										

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 the EIA Study for the construction of Akkar 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, where applicable.	
10	Programming and use of, and communication between, the computers for the purposes of the Services as specified in Appendix A, where applicable.	
11	Training of Client's personnel outside Lebanon as specified in Appendix A, where applicable.	
12	Laboratory tests and technical services required for the EIA Study	
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)	
Total Expenses		



Annex F3

Schedule of Payments

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

i) Advance Payment

Not applicable.

ii) Payments

Payments (less retention, if applicable) shall be made based on the lump-sum Contract Amount stated in Appendix F, Clause 1, in accordance with the payment provisions and schedule set out in the Terms of Reference (Appendix A), upon submission and approval of the relevant deliverables by the Client (CDR) and the Ministry of Environment.

iii) Retention

Retention monies, shall be deducted and 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 _____USD (in letters:
_____USD) (Fresh Dollars), 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
NOT APPLICABLE**

**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
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 _____USD (in letters:
_____USD) (Fresh Dollars), 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

**Consultant's Representations
Not Applicable**

A handwritten signature in black ink, consisting of a stylized 'Z' or 'S' shape with a horizontal line extending to the right.

APPENDIX J

Specimen Form Bid Security (Bank Guarantee) Not Applicable

[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
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 Fresh Dollars 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 3 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]

