

THE REPUBLIC OF LEBANON

Council for Development and Reconstruction (CDR)

Request For Proposals (RFP)

RFP No.: 394TCSHARABATARHOS

**Tender Document
for the Selection of a Technical Control Consultant
for the Design and Supervision
of the Construction of Harbata Governmental Hospital
(Bekaa Region)**

Project: Harbata Governmental Hospital

Financing No.: 394-4

Client: Council for Development and Reconstruction (CDR)

Country: Lebanon

Bidding Conditions and Procedures

Issued: May 2026

**THE REPUBLIC OF LEBANON
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION**

Ref.:

Date:

Dear Sirs,

**Subject: Instruction to Bidders for Consulting Services for Technical Control of the
Design and Supervision of the Construction of Harbata Governmental Hospital**

1. Invitation and Project Description

1.1 The Government of Lebanon has received a Grant from the Kuwait Fund for Arab Economic Development (KFAED) toward the cost of the Construction and Equipment of Harbata Governmental Hospital, and intends to apply part of the proceeds of this financing to cover eligible payments under this Contract, for which this invitation for proposals is issued.

1.2 The Council for Development and Reconstruction (CDR), as the executing agency acting for and on behalf of the Government of Lebanon, hereby invites you to submit technical and financial proposals for consulting services required for the Technical Control of the Supervision of the Construction of Harbata Governmental Hospital. Such proposals may form the basis for future negotiations and, ultimately, a contract between your firm and the CDR.

1.3 The project involves the construction of a 15-bed hospital in the Bekaa area. This facility comprises two floors: a ground floor with a total area of 3,320 m² and a technical first floor covering 595 m², with a total built-up area of approximately 4,000 m².
In particular, the ground floor consists of the following departments:

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

2. Eligibility

2.1 Eligible consultants shall be firms established and duly registered in Lebanon as Technical Control Offices (Bureaux de Contrôle) and meeting all the following requirements:

- Be registered in Lebanon as Technical Control Offices (Bureaux de Contrôle).

- Be a Lebanese branch of an international technical control group (the “mother company”), or a Lebanese entity of which more than 51% of the shares are owned by the mother company.

In all cases, the international technical control group shall be a full member of a recognized professional association of inspection / technical control bodies, and the Lebanese firm shall belong to this group and apply its systems and procedures.

Firms working only under franchise, license, agency, or correspondence agreements are not eligible.

2.2 Joint Venture agreements are not applicable for this project.

2.3 Any manufacturing or construction firm with which bidders are associated will not be eligible to participate in bidding for any goods or works resulting from or associated with the contract of which this consulting assignment forms a part.

2.4 Although the Consultancy Contract is awarded by CDR which alone assumes the function of the client, the award is subject to approval of the Kuwait Fund for Arab Economic Development (KFAED).

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

3. Contents of the RFP (Documents)

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

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

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

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 calendar days prior to the submission deadline. The Employer will respond to any request for clarification no later than 6 calendar 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 One Year** before the original bid submission deadline, otherwise the bidder’s bid will be rejected.

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

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

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

- ✚ Appendix F - Remuneration of the Consultant

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

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

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

- ✚ Proposal for **Technical Control Services of the Design and Supervision** of the Construction of Harbata 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.
- 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.

7. Submission Requirements

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

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

- Certificates and documents as per ITB Clause 6 "Qualification Documents".
- The Draft Contract
- Appendix A - Terms of Reference;
- Appendix B - Reporting Requirements;
- Appendix C - Consultant's Key Personnel with their CVs;
- Appendix D - Responsibilities of the Client;
- Appendix E - Technical Information to be submitted by the Consultant, (including associated Appendices E1, E2, E3, E4, E5 & E6 completed by the Consultant if applicable);
- Appendix I Model Form - Consultant's Representations (Not Applicable)
- Appendix J - Bid Security (N.A.)
- Appendix K - VAT Procedures
- Appendix L - Declaration of Integrity
- Appendix M- Details of Insurances
- 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 technical control services for the Design & Supervision of building projects, including new construction, extension, or rehabilitation of buildings.

The bidder must also demonstrate experience in at least one (1) hospital project carried out within the last fifteen (15) years, covering new construction, extension, or rehabilitation of hospital buildings.

To be considered relevant, each reference project related to hospital works must correspond to a hospital construction project (new construction, extension, or rehabilitation) with a minimum construction contract value of USD 2.0 million (exclusive of VAT).

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

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

Eligible projects shall be either: **(i)** successfully completed within the last fifteen (15) years; or **(ii)** ongoing projects for which **(a)** at least fifty percent (50%) of the works have been executed, and **(b)** the value of executed works as of the Bid Opening Date is **not less than USD 2.0 million (exclusive of VAT)**, as evidenced by certified progress reports and/or Interim Payment Certificates (IPCs).

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.

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

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

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

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

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

12. Integrity and Legal Provisions

12.1 The Consultant declares that:

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

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 Technical Control Services for the Design and
Supervision
of the
Construction of Harbata Governmental Hospital
(Bekaa Region)**

CDR Contract No. _____

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

Notification Date: _____

TABLE OF CONTENTS

Contract for Consulting Services for the Technical Control Services for the Design and Supervision of the Construction of Harbata Governmental Hospital 1

1. GENERAL PROVISIONS4

1.1 DEFINITIONS4

1.2 RELATION BETWEEN THE PARTIES4

1.3 LAW GOVERNING CONTRACT4

1.4 LANGUAGE4

1.5 HEADINGS5

1.6 NOTICES5

1.7 LOCATION5

1.8 JOINT VENTURES5

1.9 AUTHORISED REPRESENTATIVES6

1.10 TAXES AND DUTIES6

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....6

2.1 EFFECTIVENESS OF CONTRACT6

2.2 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE6

2.3 CONTRACT PERIOD AND COMMENCEMENT OF SERVICES6

2.4 EXPIRATION OF CONTRACT7

2.5 ENTIRE AGREEMENT7

2.6 MODIFICATION7

2.7 FORCE MAJEURE7

2.8 SUSPENSION OF PAYMENTS8

2.9 TERMINATION8

3. OBLIGATIONS OF THE CONSULTANT10

3.1 GENERAL10

3.2 CONFLICT OF INTERESTS10

3.3 CONFIDENTIALITY11

3.4 LIABILITY OF THE CONSULTANT11

3.5 INDEMNIFICATION OF THE CLIENT BY THE CONSULTANT11

3.6 INSURANCE TO BE TAKEN OUT BY THE CONSULTANT11

3.7 CONSULTANT’S ACTIONS REQUIRING CLIENT’S PRIOR APPROVAL12

3.8 REPORTING OBLIGATIONS12

3.9 DOCUMENTS PREPARED BY THE CONSULTANT TO BE THE PROPERTY OF THE CLIENT12

4. CONSULTANT’S PERSONNEL.....13

4.1 GENERAL13

4.2 DESCRIPTION OF PERSONNEL13

4.3 WORKING HOURS, OVERTIME, LEAVE, ETC.13

4.4 REMOVAL AND/OR REPLACEMENT OF PERSONNEL13

4.5 RESIDENT MANAGER13

5. OBLIGATIONS OF THE CLIENT.....14

5.1 ASSISTANCE14

5.2 ACCESS TO LAND14

5.3 PAYMENT14

6. CONTRACT PRICE AND PAYMENTS14

6.1.2 For the Construction Works 14

6.2 CURRENCY OF PAYMENT15

6.3 SECURITIES15

6.4 MODE OF BILLING AND PAYMENT16

7. FAIRNESS AND GOOD FAITH	17
8. SETTLEMENT OF DISPUTES.....	17
8.1 AMICABLE SETTLEMENT	17
8.2 JURISDICTION	18

LIST OF APPENDICES

APPENDIX A:	Terms of Reference
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 Performance Security
APPENDIX H:	Specimen Bank Guarantee for Advance Payment
APPENDIX I:	Not used
APPENDIX J:	Specimen Bid Security
APPENDIX K:	VAT Procedures
APPENDIX L:	Declaration of Integrity
Appendix M	Details of Insurances

Contract for Consulting Services for the Technical Control Services for the Design and Supervision of the Construction of Harbata Governmental Hospital

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

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

For the Consultant: _____

Attention: Mr. / Ms. _____
Telephone: _____
Facsimile: _____

1.6.2 Notice will be deemed to be effective as follows:

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

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

1.7 Location

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

1.8 Joint Ventures

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

1.9 Authorised Representatives

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

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

1.10 Taxes and Duties

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Contract Period and Commencement of Services

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

- **For the Design Mission (Technical Control of the Studies):** The contract period shall commence from the date of award of the Technical Control Services Contract and shall extend until the completion of the permitting process related to the Permit Documents for Harbata Hospital.
In all cases, where the Design Consultant has completed all design study phases at the time of award of the Technical Control Services Contract (as is the case for Harbata Hospital, where the design is completed and only the Permit Documents are not finalized/submitted), the duration of the Design Mission shall be not less than two (2) months, during which the Technical Control Office shall review and technically verify the completed studies and carry out the technical control and endorsement required for the Permit Documents, including responding to and closing any comments raised by the permitting authorities that relate to the reviewed documents.
- **For the Technical Control of the execution works mission:** the duration of the mission shall be equivalent to the execution period of the works.

2.4 Expiration of Contract

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

2.5 Entire Agreement

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

2.6 Modification

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

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

- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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

2.7.5 Suspension of Contractual Obligations

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

2.7.6 Consultation

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

2.8 Suspension of Payments

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

2.9 Termination

2.9.1 By the Client

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

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

- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

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

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

2.9.3 Cessation of Rights and Obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Procurement Rules of Funding Agencies

Not Applicable.

3.2.3 Consultant and Affiliates not to be otherwise interested in Project

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

3.2.4 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Liability of the Consultant

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

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

3.5 Indemnification of the Client by the Consultant

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

3.6 Insurance to be taken out by the Consultant

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

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

3.7 Consultant's Actions requiring Client's prior Approval

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

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

3.8 Reporting Obligations

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

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

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

4. CONSULTANT'S PERSONNEL

4.1 General

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

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

4.4 Removal and/or Replacement of Personnel

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

4.5 Resident Manager

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance

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

5.2 Access to Land

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

5.3 Payment

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

6. CONTRACT PRICE AND PAYMENTS

6.1 Contract Price

The estimated amount of the Consultants' fees for the Services covered by this Contract is US _____ (_____ United States dollars), detailed as follows:

Contract amount (excluding VAT): US _____

6.1.1 For the Studies

The estimated amount of the Consultant's fees for the **Technical Control Services of the Design** is set at a rate of _____ % of the value of the **Awarded Works**.

At the time of signing this Contract, the current estimated value of the Works amounts to **US \$3,500,000** (Three Million Five Hundred Thousand United States Dollars).

However, if the construction contract has already been awarded, the Consultant's fees shall be calculated based on the **value of the Awarded Works**, and not on the above-mentioned current estimated amount.

Accordingly, the estimated amount of the Consultant's fees for the **Technical Control Services of the Design** amounts to **US \$_____ (_____ United States Dollars)**, excluding VAT.

If the works are not awarded within a period of one (1) year from the date of final acceptance of the studies, the Client shall determine "the actual value of the works" based on current market prices or on the prices specified in similar contracts under execution, and the Consultants shall be paid based on that amount.

6.1.2 For the Construction Works

The estimated amount of the Consultants' fees for the **Technical Control Services related to the Supervision of the Construction Works** is set at a rate of _____ % of the value of the **works actually executed**.

The above-mentioned percentage shall remain fixed, notwithstanding any modification of contractual deadlines or any variation in the costs applicable to the construction works contract.

At the time of signing this Contract, the current estimated value of the Works amounts to **US \$3,500,000** (Three million five hundred thousand United States dollars).

However, if the construction contract has already been awarded, the Consultant's fees shall be calculated based on the **value of the Awarded Works**, and not on the above-mentioned estimated amount.

Accordingly, the estimated amount of the Consultants' fees for the **Technical Control Services of the Supervision of the Construction Works** amounts to US _____ (_____ United States dollars), excluding VAT.

This amount shall be adjusted in accordance with the final value of the works actually executed.

If the construction works are not executed, the Client reserves the right to cancel the Technical Supervision assignment of said works, and the Consultants shall in no case be entitled to claim from the Client any compensation or damages resulting from such cancellation.

6.2 Currency of Payment

Payments shall be made in USD.

6.3 Securities

Performance Security

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

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

Retention Money

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

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

Penalties

If the Consultant fails to submit to the Client the deliverable reports or other services as defined in the time schedule mentioned in Appendix A, the Client shall have the right to impose a

penalty on the Consultant at a daily rate of 0.2% of the price of the delayed part of the Services. The penalties shall be limited to a cumulative amount of 10% of the total contract price. In case the delay would exceed a period of 50 days the Client shall have the right to terminate the contract for default of the Consultant in accordance with Clause 2.9.1 above.

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

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

6.4 Mode of Billing and Payment

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

- (a) Within 60 days after the Effective Date and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultant an advance payment of 10% of the Contract amount mentioned in **Clause 6.1**. The advance payment will be set off by the Client by percentage deduction of 20% from each payment (except the advance payment) until the advance payment has been fully set off. The bank guarantee shall be issued to the Client by a bank located in Lebanon or from a foreign bank through its correspondent in Lebanon and remain effective until the advance payment has been completely set off as provided above. The bank guarantee shall be in a form as specified in Appendix H hereto.

For the Technical Control Services related to the Design Phase

The Consultant's fees shall be calculated as a fixed percentage of ___% of the value of the Awarded Works.

Until the Works Contract enters into effect, the Consultant's fees shall be calculated based on the current estimated value of the Works, US \$ _____ (_____ United States Dollars).

Payment shall be made in two (2) instalments, upon submission to the Client (CDR) and acceptance of the Technical Control Consultant's deliverables related to the following phases:

1. Technical control review and verification of all completed design studies prepared by the Design Consultant.
2. Technical control, review, and endorsement of the Building Permit Application / Permit Documents, including completion of the permitting process.

In the event that the design studies have been completed prior to the commencement of the Technical Control Services (as is the case for Harbata Hospital), the first instalment shall become payable upon submission and acceptance of the technical control review report for the completed design studies, and the second instalment

shall become payable upon submission and acceptance of the endorsed Permit Documents.

🚧 For the Technical Control Services related to the Supervision of the Construction Works:

The Consultant's fees shall be calculated as a fixed percentage of ____% of the value of each invoice issued by the Contractor for the Works actually executed.

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

7. FAIRNESS AND GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Jurisdiction

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

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

FOR AND ON BEHALF OF THE CLIENT

FOR AND ON BEHALF OF THE CONSULTANT

Council for Development and Reconstruction

Mohamad-Ali Kabbani

President

Authorized Representative

THE REPUBLIC OF LEBANON
Council for Development and Reconstruction

Appendix A

**Terms of Reference
for
the Technical Control Services
for
the Design and Supervision
of the
Construction of Harbata Governmental Hospital**

May 2026

TABLE OF CONTENTS

THE REPUBLIC OF LEBANON.....	1
COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION.....	1
TERMS OF REFERENCE.....	3
I- GENERAL INFORMATION.....	3
II- ESTIMATED BUDGET.....	4
III- ENVISAGED MISSIONS.....	4
A. Mission Related To Buildings.....	4
1. Structural Stability of the Works.....	4
2. Mission On Safety Of Persons And Functional Performance.....	6
B. Mission Related To Infrastructure And External Works (VRD).....	9
1. Structural Stability of the Works.....	9
2. Mission On Safety Of Persons And Functional Performance.....	10
IV. COORDINATION WITH OTHER STAKEHOLDERS.....	13

TERMS OF REFERENCE

Specifications defining the mission of a Consultant for the Technical Control of the Structural Integrity of the Works, the Safety of Persons, and the Functional Performance of the Project.

I- GENERAL INFORMATION

Within the framework of the Construction of Harbata Governmental Hospital financed by the Kuwait Fund for Arab Economic Development (Grant No. 394-4), the Council for Development and Reconstruction (CDR) intends to engage the services of a Technical Control Office to verify the structural stability, safety of persons, and functional performance of the works to be executed.

The services require the participation of a Technical Control Office for the Project, which involves the construction of 15-bed hospital in the Bekaa area. This facility comprises two floors: a ground floor with a total area of 3,320 m² and a technical first floor covering 595 m², with a total built-up area of approximately 4,000 m². In particular, the ground floor consists of the following departments:

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

The scope of the technical control mission shall include verification of the following aspects:

- The project design;
- The tender documents;
- The construction drawings, technical data sheets, and structural calculations;
- The compliance of the works during execution.

This control mission shall be entrusted by the Client (Employer) to a Technical Control Consultant, and shall be financed by the Kuwait Fund for Arab Economic Development (Grant No. 394-4),

Design (Study) Mission – Technical Control Services:

During the design (study) mission, the Technical Control Consultant shall review, technically verify, and control the design studies prepared by the Design Consultant, in accordance with applicable regulations, standards, and project requirements. The mission shall cover the completed design studies and shall include the technical control and

endorsement required for the Permit Documents prior to their submission to the competent authorities.

For information, **in the case of Harbata Hospital**, the design studies have been completed prior to the commencement of the Technical Control Services, and only the preparation of the Permit Documents remains to be carried out. Accordingly, the Technical Control Consultant's activities under the design mission shall focus on the review and verification of the completed design studies and on the technical control and endorsement of the Permit Documents.

For the avoidance of doubt, and in the specific case of **Harbata Governmental Hospital**, the design studies have been completed prior to the commencement of the Technical Control Services. Accordingly, any references in these Terms of Reference to the "control", "review", or "verification" of design studies and design deliverables during the design (study) mission shall be understood as applying to the retroactive review and technical verification of the completed design documents and tender documents, as applicable, as submitted by the Design Consultant, except for the **Permit Documents**, which remain to be prepared and for which the Technical Control Consultant shall carry out the technical control and endorsement required prior to submission to the competent authorities.

Construction Phase:

5. Construction of the Harbata Governmental Hospital, following the Contractor's notification of award: **18 months**

II- ESTIMATED BUDGET

The estimated cost of the construction works amounts to **US\$ 3,500,000** (Three million five hundred thousand United States dollars)

III-ENVISAGED MISSIONS

The Consultant shall carry out the following missions, which aim to ensure the structural stability, safety of persons, and functional performance of the works to be executed.

A. Mission Related To Buildings

1. Structural Stability of the Works

1.1 Scope of the Mission

The envisaged mission shall cover the structural stability of the works, namely:

- Foundations,
- Structural frameworks,
- The envelope and roofing of the buildings.

1.2 Objective of the Mission

The objective of this mission is to provide technical control over the design and execution of the works.

The scope of verification shall include:

- The stability, strength, and deformability of reinforced concrete, steel, timber, and building envelope structures.
- The airtightness and waterproofing of the building envelope and roof systems.
- The fire resistance of reinforced concrete elements, in accordance with the fire stability ratings indicated on the drawings.
- Verification of the structural design's compliance with the Lebanese seismic regulations.
- Verification of thermal and acoustic insulation, which are included within the mission.

1.3 Applicable Standards

The mission shall be carried out in accordance with the recommendations published by LIBNOR, and, where such recommendations do not exist, with internationally recognized standards and codes of practice.

1.4 Control of Execution Studies

The control of execution studies shall include:

- Verification of the technical specifications prepared by the Consultant, analysis of the geotechnical investigation report, and review of the proposed foundation system.
- Review of the design principles of the structural works, particularly the transmission of vertical loads to the foundations and stability against horizontal loads (e.g., wind or seismic forces).
- Verification of reinforced concrete and load-bearing masonry execution drawings.
- Verification of the technical data sheets of construction materials and components.
- Verification of the execution drawings of steel or wooden structures, if applicable.
- Verification of typical details related to waterproofing works.
- Verification of execution drawings and related documents for the envelope and roofing works.
- Review of the design of external works associated with the project.
- Preparation and issuance of technical control reports providing the Control Office's opinion on the reviewed documents and drawings.
- Verification of the design calculation notes provided by the Consultants and Contractors.

1.5 Control During Construction

The control during the execution of works shall include the following activities, performed through inspections and selective testing:

- Verification of conformity with approved execution drawings.
- Inspection of excavations.
- Verification of reinforcement placement.
- Control of concrete testing and test results.
- Verification of the execution of waterproofing works.
- Verification of the installation or assembly of the envelope and roofing works.

- Control of the execution of roadworks and floor slabs.

The Consultant shall participate in site meetings whenever their presence is required. All necessary reports shall be prepared for the information of the Design Consultant, Contractors, and the Employer. Where applicable, reports required for warranty or insurance purposes shall also be prepared.

1.6 Site Visits

The Consultant shall perform a minimum of two (2) site visits per month during the effective construction period, or more frequently as required by the project's progress.

2. Mission On Safety Of Persons And Functional Performance

This mission includes the control of design studies, works, and testing with respect to life safety (notably fire safety), operational functionality, and performance of the technical installations.

It shall be carried out in accordance with LIBNOR standards and, where not available, with internationally recognized standards.

2.1 Works and Installations Concerned

- Buildings (construction arrangements and fire safety provisions).
- Roadways (fire access characteristics).
- Electrical systems – power (strong currents).
- Electrical systems – low currents.
- Elevators and hoists (if applicable).
- Air conditioning and ventilation systems.
- Plumbing and sanitary systems.
- External utility networks: water supply, stormwater, wastewater, gas, and medical gas networks.
- Lightning protection systems.
- Aviation obstruction lighting systems.

2.2 Safety of Persons and Property

2.2.1 Fire Safety of the Project

Verification of:

- Fire compartmentation, fire resistance of structures, partitions, shafts, doors, façades, and roofs.
- Reaction to fire of materials.
- Evacuation routes (doors, corridors, staircases).
- Smoke extraction systems (natural or mechanical).
- Accessibility for fire and rescue services.
- Fire detection and firefighting systems.

2.2.2 Electrical Installations

Verification of:

- Emergency lighting.

- Alarm detection, reporting, and control systems.
- Emergency power sources and circuits (generators, batteries).
- Protection against short circuits and overloads.
- Protection against direct and indirect contact.
- Lightning protection and aviation lighting.

2.2.3 Firefighting Systems

Verification of:

- Firefighting installations (hose reels, hydrants, extinguishers, etc.).
- Network principles and layouts.
- Discharge and treatment of effluents.

2.2.4 Elevators and Hoists (if applicable)

Verification of:

- Suspension cables and safety coefficients.
- Structural reactions to the building.
- Design of machinery rooms, shafts, and pits.
- Safety devices (clearances, doors, safety brakes, etc.).
- Firefighter control and emergency stops.

2.2.5 Air Conditioning and Ventilation

Verification of:

- Smoke extraction systems.
- Fire dampers, duct fire resistance, and filtration.
- Airflow rates, mechanical ventilation, and recirculation systems.
- Emergency shutdown systems.

2.3 Functional Performance and Operation

2.3.1 Electrical – Power Systems (Strong Currents)

Verification of:

- Installation and distribution principles.
- Load assessment for normal and emergency power.
- Sizing of transformers, generators, main switchboards, and power busways.
- Lighting levels and illumination requirements.
- Adaptation to environmental conditions.
- Power factor correction and energy efficiency.
- Fuel storage systems.

2.3.2 Electrical – Low Currents

Verification of:

- Requirements and installation principles.
- Capacity and characteristics of equipment.
- Network design and layout.
- Backup power systems.
- Electromagnetic interference control.

2.3.3 Plumbing and External Networks

Verification of:

-
- Rainfall data and precipitation characteristics.
 - Water quality and treatment.
 - Demand and consumption assessments.
 - Sizing of storage tanks and booster systems.
 - Dimensioning and material selection for cold/hot water, wastewater, stormwater, irrigation, and fountain networks.
 - Effluent treatment systems.
 - Hot water production systems.
 - Safety and regulation components (anti-water hammer devices, safety valves, vents, pressure reducers, etc.).

2.3.4 Air Conditioning and Ventilation

Verification of:

- Installation principles.
- Climatic data and indoor comfort conditions.
- Airflow rates and air exchange levels.
- Thermal insulation and energy efficiency.
- Thermal load calculations.
- Sizing of central units, duct networks, and terminal units.
- Insulation, regulation, and noise control systems.

2.3.5 Elevators and Hoists (if applicable)

Verification of:

- Traffic analysis and capacity requirements.
- Equipment capacity, speed, and regulation systems.
- Ventilation and comfort within cabins.

2.4 Control of Design Studies

The control shall be performed as follows:

- Verification of design basis and input data.
- Review of diagrams and schematic layouts.
- Verification of execution and installation drawings.
- Review of calculation notes.
- Examination of equipment data sheets, technical specifications, and material samples.
- Preparation and issuance of technical control reports.

These services shall be carried out by an agency based in Lebanon.

2.5 Control of Works and Performance

The control of works shall include inspections and testing as follows:

- Verification of the conformity of materials and installations with approved drawings and specifications.
- Control of installation and assembly works (piping, insulation, equipment, connections, grounding, etc.).

- Supervision of site acceptance tests, functional and performance testing related to safety and operation, including:
 - ✓ Complete testing of emergency lighting systems.
 - ✓ Measurement of insulation resistance, grounding, lighting levels, and signal reception.
 - ✓ Complete testing of generators and low-current systems (where applicable).
 - ✓ Full safety and operational testing of elevators and hoists (if applicable).
 - ✓ Testing of smoke extraction systems.
 - ✓ Measurement of ventilation and air-conditioning performance (airflows, temperatures, pressures).
 - ✓ Testing of firefighting systems.
 - ✓ Testing of safety devices.
 - ✓ Verification of noise levels from equipment.
 - ✓ Verification of water quality.
 - ✓ Measurement of flow, pressure, and temperature in plumbing systems.
 - ✓ Testing of drainage networks.
- The Consultant shall prepare the corresponding acceptance reports.

All above-mentioned services shall be carried out by an agency based in Lebanon.

B. Mission Related To Infrastructure And External Works (VRD)

1. Structural Stability of the Works

1.1 Scope of the Mission

The envisaged mission shall cover the structural stability of the works.

1.2 Objective of the Mission

The objective of this mission is to ensure the technical control of the design studies and execution of the works. It shall include verification of:

- The stability, strength, and deformability of reinforced concrete and steel structures.
- The waterproofing of the structures.
- The fire resistance of reinforced concrete elements and the fire stability ratings indicated on the drawings.
- Compliance of the structural design with the applicable seismic regulations.

1.3 Applicable Standards

The mission shall be carried out in reference to the recommendations issued by LIBNOR, and where such recommendations are not available, to internationally recognized standards and codes.

1.4 Control of Execution Studies

The control of execution studies shall include:

- Verification of the technical specifications prepared by the Consultant, analysis of the geotechnical investigation report, and review of the proposed foundation system.
- Review of the design principles for civil engineering structures, particularly with regard to the transmission of vertical loads to the foundations and stability under horizontal actions such as wind or seismic forces.
- Verification of the execution drawings of reinforced concrete and load-bearing masonry structures.
- Verification of the execution drawings of steel structures.
- Verification of the drawings and documents related to the civil works.
- Preparation and issuance of technical reports expressing the opinion of the Technical Control Office on the reviewed technical documents and drawings.
- Review of the calculation notes provided by the Consultants and Contractors.

1.5 Control During Construction

The control during execution shall include the following activities, performed through inspections and selective testing:

- Verification of conformity with approved execution drawings.
- Inspection of excavation and earthworks.
- Verification of reinforcement placement.
- Control of concrete and asphalt testing.
- Verification of the execution of waterproofing works.
- Verification of the installation and assembly of envelope and roofing elements (where applicable).
- Control of roadworks execution.

The Consultant shall participate in site meetings whenever its presence is required. The Consultant shall also prepare all necessary reports for the information of the Contractors and the Employer. Where applicable, reports required for warranty or insurance purposes shall be prepared.

1.6 Site Visits

The Consultant shall perform a minimum of two (2) site visits per month during the effective construction period.

This mission may be carried out concurrently with the Building Mission, during the overlapping phases of the building and infrastructure works.

2. Mission On Safety Of Persons And Functional Performance

This mission includes the control of design studies, construction works, and testing with respect to the safety of persons (particularly fire safety), the proper functioning, and the performance of the technical installations.

It shall be carried out in accordance with LIBNOR recommendations and, where not available, with internationally recognized standards.

2.1 Works and Installations Concerned

- Civil engineering structures and roadworks.
- External networks: water supply, stormwater, wastewater, and utility networks.
- Electrical and telecommunication networks.
- Lightning protection systems.

2.2 Safety of Persons

2.2.1 Fire Safety of the Project

Verification of:

- Fire resistance of structures.
- Reaction to fire of materials.
- Evacuation routes and accessibility for occupants.
- Accessibility for external rescue and firefighting services.

2.2.2 Electrical Installations

Verification of:

- Emergency lighting systems.
- Emergency power sources and installations (generators, batteries, dedicated circuits).
- Protection against short circuits and overloads.
- Protection against direct and indirect electrical contact.
- Lightning protection and aviation obstruction lighting.

2.2.3 Fluid Networks

Verification of:

- Firefighting systems and water supply for fire protection.
- Network design principles for utility and firefighting fluids.

2.3 Functional Operation and Performance

2.3.1 Electrical – Power Systems (Strong Currents)

Verification of:

- Installation and distribution principles.
- Load assessment for normal and emergency operation.
- Sizing of transformers, generators, main switchboards, and power conduits.
- Lighting levels and illumination adequacy.
- Adaptation to environmental and operational conditions.
- Power factor correction and energy performance.
- Fuel storage systems.

2.3.2 Telecommunication Systems

Verification of:

- Requirements and installation principles.
- Capacity and characteristics of equipment.

- Network configurations.
- Backup power systems.
- Electromagnetic interference protection.

2.3.3 External Networks

Verification of:

- Rainfall and precipitation data.
- Water quality characteristics.
- Demand and consumption assessments.
- Sizing of storage and pressurization systems.
- Dimensioning and material selection of networks (cold and hot water, wastewater, stormwater, irrigation, and fire networks).
- Safety and regulation components (anti-water hammer devices, safety valves, vents, pressure reducers, valves, flow meters, etc.).

2.4 Control of Execution Studies

The control shall be performed according to the following methodology:

- Verification of base data and design inputs.
- Review of schematic diagrams and layouts.
- Verification of execution and installation drawings.
- Review of calculation notes.
- Examination of technical data sheets, equipment specifications, material samples, and catalogs.
- Preparation and issuance of technical control reports.

These services shall be carried out by an agency based in Lebanon.

2.5 Control of Works and Performance

The control during execution shall include inspections and testing as follows:

- Verification of the conformity of materials and execution with previously approved drawings and specifications.
- Control of installation and assembly works (piping, equipment, connections, grounding, etc.).
- Supervision during site acceptance and performance testing related to safety, operation, and performance, including:
 - ✓ Testing of emergency lighting systems.
 - ✓ Measurement of insulation resistance, grounding, lighting levels, and signal reception.
 - ✓ Measurement of pressure and flow rates in the various water distribution networks.
 - ✓ Flow and leakage testing of the drainage networks.

The Consultant shall prepare the corresponding acceptance reports. All of the above services shall be provided by an agency based in Lebanon.

IV. COORDINATION WITH OTHER STAKEHOLDERS

The Technical Control Office shall coordinate with all parties involved in the execution of the works.

This coordination shall be carried out as follows:

- Review of the design documentation and submission to the Client and its Representative of the relevant reports for action.
- Verification of the Contractors' execution drawings and submission to the Client and its Representative of the approved drawings for action.
- Verification of the conformity of the executed works and transmission of the relevant documents to the Client and its Representative for action

Appendix B

Reporting Requirements

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

1. Inception Report, at the start of services, outlining work plan.
2. Design Control Reports, summarizing review findings and recommendations.
3. Site Visit Reports, issued after each visit, noting observations and non-conformities.
4. Final Report, summarizing all control activities and final conclusions.

Appendix C

Consultant's Key Personnel

The Technical Control Consultant shall provide qualified key personnel, together with their respective CVs, in accordance with Appendix E2, as follows:

- Structural Engineer
- Electrical Engineer
- Mechanical Engineer

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

NOT APPLICABLE

Appendix E1

Details of Consulting Firm

NOT APPLICABLE

Appendix E2
Format of Curriculum Vitae
for Members of Consultant's Team

Name: _____ **Date of birth:** _____

Profession: _____

Years with Firm: _____ Nationality: _____

Present place of work: _____

Proposed Position on Team: _____

Education:

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

Key Qualifications:

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

Languages:

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

	Reading	Speaking	Writing
English			
Arabic			
French			

Experience Record:

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

Appendix E3

Methodology

NOT APPLICABLE

Appendix E4

Work Plan and Allocation of Personnel to Each Task

NOT APPLICABLE

Appendix 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".

Appendix 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 fore the CDR, by their duly authorized officers on the date first above written

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

FIRST PARTY

SECOND PARTY

NAME:

NAME:

TITLE:

TITLE:

SIGNATURE:

SIGNATURE:

STAMP:

STAMP:

Work plan and Allocation of Personnel to Each Task (NOT APPLICABLE)

Name	Position	Months of Services/Man-months or part man-months for personnel														Total man-months				
		1	2	3	4	5	6	7	8	9	10	11	12	13	et					
Task I																				
Sub-totals task I																				
Task II																				
Sub-totals task II																				
etc																				
Sub-totals task etc																				
Overall totals																				

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

Appendix F

REMUNERATION OF THE TECHNICAL CONTROL CONSULTANT

The fees of the **Technical Control Consultant** shall be calculated as fixed percentages of the value of the **Construction Works**, as follows:

- **For the Design Phase:** fees shall be based on the **value of the Awarded Construction Works**, as defined in the Contractor's contract.
- **For the Construction Phase:** fees shall be based on the **value of the Works actually executed**, as certified by the Client.

During the Design Phase, provisional fees shall be determined based on the current estimated value of the Works, amounting to **US \$3,500,000 (Three Million Five Hundred Thousand United States Dollars)**.
(VAT not applicable pursuant to the provisions of Law No. 379 dated 14/12/2001, as amended by Law No. 64 dated 26/10/2017).

These fees shall be adjusted once the actual value of the Construction Works is established upon the award of the construction contract.

The Consultant, _____, is entrusted with the **Technical Control of the Project for the Design and Supervision of the Construction of Harbata Governmental Hospital**, financed by the **Kuwait Fund for Arab Economic Development (Grant No. 394-4)**.

The Consultant's price shall be deemed to cover all costs associated with the performance of the Services, including, but not limited to, salaries, allowances, travel expenses, communications, printing, materials, equipment, subcontractors, and head office support. The Consultant shall also be solely responsible for the payment of all professional dues, fees, and project-related statutory charges required by the Order of Engineers and Architects (OEA) *رسوم نقابة المهندسين* or any other relevant professional body. No additional payments shall be made unless expressly instructed by the Client and agreed upon in advance between the Client and the Consultant.

The total consultancy fees shall be divided into two distinct phases, as follows:

1.1 Design Phase

The Consultant shall be paid a fixed percentage of _____ % (_____) of the value of the **Awarded Works**.

1.2 Construction Phase

The Consultant shall be paid a fixed percentage of _____ % (_____) of the value of the **Works actually executed**.

Payments shall be made in accordance with the payment schedule established by the Client and subject to the submission and approval of the required deliverables, in accordance with the Contract.

Signature of the bidder's Authorized Representative:

Official Stamp of the Bidder:

Stamp LBP 1,000,000

APPENDIX G

**SPECIMEN FORM
BANK GUARANTEE FOR GOOD PERFORMANCE**

To: Council for Development and Reconstruction
Tallet el Serail
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

NOT USED

APPENDIX J
NOT APPLICABLE

Specimen Form
Bid Security (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

To: Council for Development and Reconstruction
Tallet el Serail
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 2 above.
For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.
- 5- Methods of VAT refund for contracts totally financed by foreign sources:
The contracts totally financed by foreign sources shall be exempted from the VAT. In the event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/01/2002.)

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

Appendix L

Declaration of Integrity

Name of Bid: _____
Contracting Authority: _____
Name of the bidder/authorized signatory for the company: _____
Company Name: _____

We the undersigned confirm the following:

1. Neither we nor our employees, partners, agents, shareholders, advisors or their relatives have any relationships that may give rise to a conflict of interest in the subject matter of this transaction.
2. We will inform the Public Procurement Authority and the contracting authority in the event of a conflict of interest or discovery.
3. Neither we nor any of our employees, partners, agents, shareholders, advisors or their relatives have engaged, or will engage in fraudulent, corrupt, coercive, or obstructive practices in connection with our offer or proposal.
4. Neither we, nor any of our partners, agents, shareholders, consultants, or their relatives, have made any payments to the employees, partners, or employees participating in the purchase process on behalf of the contracting authority, or to anyone else
5. In the event that we violate this declaration and undertaking, we will not be eligible to participate in any public bidding whatever its subject and we accept in advance any exclusion measure taken against us and we undertake at our full will not to dispute it. Any false information will expose us to prosecution by the competent references.

Dated on _____ day of _____, _____ [insert date of signing]

Appendix M

DETAILS OF INSURANCES

The Consultant shall, at his own cost, take out and maintain in force the following insurances in respect of the Services and personnel employed for the execution of the Contract, and shall provide the Employer with satisfactory evidence of such coverage prior to the commencement of the Services:

(a) Third-Party Motor Vehicle Insurance

Third-party liability insurance for all vehicles used in Lebanon by the Consultant, his staff, or his subcontractors and their personnel, with a minimum coverage of Two Hundred Thousand United States Dollars (US\$ 200,000) per occurrence.

(b) Third-Party Liability Insurance

General third-party liability insurance covering all operations under this Contract, with a minimum coverage of One Million United States Dollars (US\$ 1,000,000) per occurrence, to protect against claims for bodily injury, death, or property damage arising out of or in connection with the performance of the Services.

(c) Professional Indemnity Insurance

Professional liability insurance (if available) with a minimum coverage amount to be determined according to the nature and value of the studies to be performed, or which may be waived if the assistance of an approved Technical Control Office (recognized by the CDR) is engaged.

Such insurance shall cover the Consultant's liability for errors, omissions, or negligence in the performance of the Services.

(d) Employer's Liability and Workmen's Compensation Insurance

Employer's liability and workmen's compensation insurance for the Consultant's and Subconsultants' personnel, in compliance with the **applicable Lebanese laws and regulations**, together with appropriate **life, health, travel, and personal accident insurance**, as deemed necessary to provide adequate protection to all staff engaged on the project.

(e) Insurance for Equipment, Property, and Documents

Insurance covering loss of or damage to:

- (i) all equipment financed in whole or in part under this Contract;
- (ii) property used by the Consultant in connection with the Services; and
- (iii) all documents, drawings, data, and records prepared by the Consultant during the execution of the Services.

All insurances shall be taken out with reputable insurers acceptable to the Employer. The Consultant shall ensure that all policies remain valid for the duration of the Contract and until the completion of all Services, and shall provide the Employer with copies of the relevant insurance certificates upon request.