

CONTRACT FOR CONSULTANT'S SERVICES

*Green, Agri – food Transformation for Economic Recovery (GATE)
(Loan No. 9576-LB)*

Preparation of the Feasibility Studies and Detailed Designs for Integrated Wastewater Systems in Northern Bekaa Area (GC2C2B1)

Contract no. _____

between

**Council for Development and Reconstruction
Republic of Lebanon**

and

Bureau Technique Pour le Développement – BTD s.a.r.l

Notification Date: _____

I. Contract

This contract (hereinafter, called "the Contract") is made the _____ day of the month of _____, 2026,

between, on the one hand,

Council for Development and Reconstruction (CDR), having its registered office at Tallet el Serail, Beirut – Lebanon; Tel: (961-1) 981 431/2 – fax: (961-1) 981 252/3, represented by its President Mr. Mohamad-Ali Kabbani (hereinafter called “the Client”)

and, on the other hand,

Bureau Technique pour le Développement – BTD s.a.r.l., having its registered office at Hajal Bldg., Jal El Dib, Metn - Lebanon; Tel: (961-4) 712157- (961-3) 291016 – Fax: (961-4) 712159, represented by Mr. Michel Majdalani (hereinafter called “the Consultant”)

WHEREAS

- (a) according to CDR Board of Directors decision no. 333/2026/A dated 7/5/2026, the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan [Loan no.9576-LB] from the International Bank for Reconstruction and Development (IBRD) toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Description of Services
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee
 - Appendix E: Code of Conduct for Experts
 - Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.
3. As stipulated in Article (5) of the banking secrecy law dated 03/09/1956 and as stipulated in the decision of the Council of Ministers No. 4 dated 28/04/2020, the Consultant agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.

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
Council for Development and Reconstruction

For and on Behalf of the Consultant
Bureau Technique Pour le Développement (BTD) s.a.r.l

Mohamad-Ali Kabbani
President

Michel Majdalani
Authorized Representative

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of the Republic of Lebanon. The Consultant is considered acquainted with and aware of the laws in force in the Republic of Lebanon
4.1	The language is: English
6.1 and 6.2	The addresses are: Client: Council for Development and Reconstruction (CDR) Tallet El Serail, Beirut Central District - Lebanon Attention: The President of the CDR Telephone: (961-1) 981431/2 – 980096/7 Facsimile: (961-1) 981252/3 Consultant: Bureau Technique pour le Développement – BTD s.a.r.l Hajal Bldg., Jal El Dib, Metn - Lebanon Attention: Mr. Michel Majdalani Telephone: (961-4) 712157 – (961-3) 291016 Facsimile: (961-4) 712159
8.1	Not Applicable.
9.1	The Authorized Representatives are: For the Client: Mr. Mohamad-Ali Kabbani, President of CDR For the Consultant: Mr. Michel Majdalani, Authorised Representative
11.1	The effectiveness conditions are the following: a) approval of the Bank b) signature of the Contract by both Parties and notification to the Consultant.

12.1	Termination of Contract for Failure to Become Effective: The time period shall be one (1) month
13.1	Commencement of Services: The date of the Commence of Services is the “Effective Date” of the Contract referred to in SCC11.1 Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period, shall be as follows: a) three (3) months to complete the Feasibility Phase and Preliminary Design; starting from Notification Date (ND) of the contract to the Consultant. b) six (6) months to complete the Environmental and Social Impact Assessment Studies (ESIA/ESA/ESM), starting from Notification Date (ND) of the contract to the Consultant. c) three (3) months to complete the Detailed Designs & Tender Documents starting from approval date of the Feasibility Studies by the MoEW.
20.1	N/A
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes

23.1	Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable laws in the Republic of Lebanon.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of five hundred thousand United States Dollars (US\$500,000); (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, in accordance with the applicable law in the Republic of Lebanon. (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Lebanon. (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) 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. Copy of the above insurance policy shall be presented to the Client within 30 days after the Effective Date of this Contract.

27.1	N/A
27.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	The ceiling in foreign currency is: U.S\$298,424.12 (two hundred ninety eight thousand four hundred twenty four United States Dollars and 12/100) inclusive of local taxes, detailed as follows: - Contract price (exclusive local taxes): U.S\$296,055.68 - local taxes (0.8% stamp duties): U.S\$2,368.44 VAT being not applicable according to the terms of the Law no.379 dated 14/12/2001 amended by the Law no.64 dated 20/10/2017 Any indirect local taxes chargeable in respect of this Contract for the services provided by the Consultant shall NOT be paid or reimbursed by the Client for or to the Consultant.
44.1 and 44.2	The Client will pay such taxes on behalf of the Consultant only according to the following: 1. <u>Income Tax:</u> i) For foreign consultants an Income Tax of 8.5% shall be deducted from each certificate, and paid by the Client on behalf of the Consultant. ii) For local consultants no deductions (i.e. no payment on their behalf) shall be made. Local consultants are required to submit a proper clearance statement from the Ministry of Finance (MoF). 2. <u>Stamp Duties</u> For foreign and local consultants, the Stamp Duties of 0.8% are payable as follows: • 0.4% of contract price upon signature of contract, payable directly by the consultant to the MoF within five (5) working days from contract signature. • 0.4% deducted from payment certificates, and paid by the Client on behalf of the Consultant. 3. <u>Value Added Tax (VAT):</u> VAT is not applicable since the project is 100% financed by the World Bank

46.2	The payment schedule: Payment of installments are linked to the deliverables specified in the Terms of Reference in Appendix A Deliverable 1 (D1): “Feasibility Phase and Preliminary Design” amounting <i>U.S\$116,515.68</i> shall be paid upon acceptance of the Feasibility Studies and Preliminary Designs for Yammoune - laa/Chlifa - Chaat Wastewater Systems. Deliverable 2 (D2): “Environmental and Social Impact Assessment Studies” amounting <i>U.S\$28,372.50</i> detailed as follows: - <i>U.S\$10,822.50</i> of the total amount of (D2) shall be paid upon acceptance of D2.1 (Yammoune Wastewater Systems ESIA/ESA and Stand-alone ESMP according to results of the feasibility study). - <i>U.S\$10,822.50</i> of the total amount of (D2) shall be paid upon acceptance of D2.2 (laa/Chlifa Wastewater Systems ESIA/ESA and Stand-alone ESMP according to results of the feasibility study). - <i>U.S\$6,727.50</i> of the total amount of (D2) shall be paid upon acceptance of D2.3 (Chaat Wastewater Systems ESIA/ESA and Stand-alone ESMP according to results of the feasibility study). Deliverable 3 (D3): “Detailed Designs & Bid documents” amounting <i>U.S\$142,692.50</i> divided as follows: - 60% of the total amount of (D3) shall be paid upon submission of 50% of the Detailed Design Report and Draft Bid Documents for Yammoune – laa/Chlifa Wastewater Systems to the Client (<i>U.S\$85,615.50</i>) - 40% of the total amount of (D3) shall be paid upon acceptance of Final Detailed Design Report and Final Bid Documents for Yammoune – laa/Chlifa Wastewater Systems by the MoEW and the Client. (<i>U.S\$57,077.00</i>) Deliverable 4 (D4): “Bid Technical & Financial Evaluation Reports” amounting <i>U.S\$8,476.00</i> shall be paid upon approval of Bid Technical & Financial Evaluation Reports for Yammoune – laa/Chlifa Wastewater systems, by the Client.
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46.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) an optional advance payment of ten (10%) percent of the contract price shall be made within (45) days after the Effective Date and receipt by the Client of an acceptable advance payment bank guarantee. The advance payment guarantee shall be an unconditional bank guarantee issued by a Lebanese bank or a foreign bank through its correspondent in Lebanon. The bank guarantee shall be in a form as specified in Appendix D. (2) The advance payment will be set off by the Client by percentage deduction of 20% from each payment requested by the Consultant until the advance payment has been fully set off. (3) The advance payment bank guarantee shall be in the amount and in the currency of the advance payment. (4) The bank guarantee shall be released when the advance payment has been fully set off.
46.2.4	The accounts are: Account Name: Bureau Technique pour le Développement -BTD s.a.r.l Currency: USD Account Number: 1-00719260 IBAN: LB72 0011 0000 0000 1241 0071 9260 Swift Code: LICOBBX Bank Name: BLC Bank SAL Address: Lebanon – Beirut – Adlieh Square Tel: +961 1 387000
47.1	The interest rate is: simple annual interest rate “Secured Overnight Financing Rate (SOFR) +2%.
50.1	Any dispute between the Parties arising under or related to this contract that cannot be settled by amicably shall be referred to, by either Party to the Competent Lebanese Courts.