Contract for an Individual Consultant

Contract no. _____

between

Council for Development and Reconstruction
Republic of Lebanon

and

_____

Project name:	Second Greater Beirut Water Supply Project (SGBWSP) (Loan no.9769-LB)
Title of Consulting Services:	Project Management Unit (PMU)
Date of Contract's Signature:	_____

Contract for an Individual Consultant

THIS CONTRACT ("Contract") is made the _____, 2026

between

Council for Development and Reconstruction (CDR) "the Client" having its principal office located at Tallet El Serail, Beirut – Lebanon; Tel: (961-1) 981431/2 – Fax: (961-1) 981252/3; represented by its President Mr. Mohamad-Ali Kabbani,

and

_____ "the Consultant" having its address located at _____

Whereas in accordance with CDR Board of Directors' decision no. _____ dated _____,

Whereas the Client wishes to have the Consultant perform the services hereinafter referred to, within the PMU related to Second Greater Beirut Water Supply Project,

Whereas the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall perform the Services as per financial details of Annex B, "Contract Price and Payment Terms".

(iii) The Consultant shall submit to the Client the reports specified in Annex C, "Consultant's Reporting Obligations."

(iv) The Services shall be performed at the Council for Development and Reconstruction (CDR) premises and during official working hours, with occasional field visits as required.

2. Term

The Consultant shall perform the Services during the period commencing from the notification date of the Contract to the Consultant and continuing through a period of (11) months.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed _____.
This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant. Taxes shall be the responsibility of the Consultant.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) of person/month spent on site or at the Client offices as per Annex B.

C. Payment Conditions

Payment shall be made in United States Dollars, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

All payments under this Contract shall be made to the account of the Consultant.

All expenses site transfer, communication, etc… are deemed to be included in Consultant monthly rate.

4. Project Administration

A. Coordinator

The Client shall designate a Coordinator who will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports

The reports listed in Annex C, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment.

Monthly Progress Reports will constitute the basis for the payments to be made under paragraph 3.

C. Timesheets

During the course of their work under this Contract, including field work, the Consultant shall be required to complete timesheets, or any other document used to identify time spent, as instructed by the Project Coordinator.

D. Bank Secrecy

As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the decision of the Council of Ministers no.4 dated 28/4/2020, the Consultant agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Inspections and Auditing

The Consultant shall comply with the Bank's Anti-Corruption Guidelines and shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Lebanon, and the language of the Contract shall be English.

13. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the Parties, shall be referred to the competent Lebanese courts in accordance with the Lebanese law.

14. Termination by the Client

The Client has the right to terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract;

(c) If, as the result of Force Majeure, the Consultant is unable to perform his Services for a period of not less than thirty (30) days;

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

15. Termination 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 the below paragraphs (a) to (c) of this Clause:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract 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 his 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 notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultant is unable to perform his Services for not less than sixty (60) days.

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

For and on behalf of the Client	**The Consultant**
Council for Development and Reconstruction	
Mohamad-Ali Kabbani President	_____

ANNEX A

Terms of Reference and Scope of Services

ANNEX B

CONTRACT PRICE AND PAYMENT TERMS

Description	Unit	Qty	U.P.	Sub-Total
On-site or at the Client offices	Month	___	____	_____

The invoice, which will include a time sheet, shall be prepared and submitted with the monthly progress report.

The Consultant is expected to report to work during the Client working days and hours as stated in the TOR.

The Consultant is allowed (1) day paid leave per month, which can be accumulated and shall be subject to the prior approval of the Client. Official state holidays are paid.

The deduction for any absence other than the above-mentioned days will be calculated at a daily rate based on the Monthly Unit Price divided by (22) days.

The Consultant shall abide with Client's official working hours, i.e (*Winter period, from October to June inclusive, the Consultant's working hours are from 8:00a.m to 4:30p.m on Monday to Thursday, and from 8:00a.m to 4:00p.m. on Fridays. Summer period, from July to September inclusive, the Consultant's working hours are from 8:00a.m to 3:30p.m on Monday to Thursday, and from 8:00a.m to 3:00p.m. on Fridays.*)

ANNEX C

CONSULTANT'S REPORTING OBLIGATIONS

Refer to "ANNEX A"

ANNEX D

CONSULTANT'S CV