

# **CONTRACT FOR CONSULTANT'S SERVICES**

***Green, Agri – food Transformation for Economic Recovery (GATE)***

*(Loan No. 9576-LB)*

**Agriculture Sector Investment and Sustainability Strategy  
(GC3C2f)**

*Contract no. \_\_\_\_\_*

*between*

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

and

**Beyond Group s.a.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,

**BEYOND GROUP S.A.L**, having its registered office at Badaro, Mouvement Social Bldg, 4<sup>th</sup> floor Beirut – Lebanon; Tel: (961-1) 382703 - (961-71)950952, represented by Ms. Marwa Bou Dia (hereinafter called "the Consultant")

### WHEREAS

- (a) according to CDR Board of Directors decision no. 109/2026/A dated 12/2/2026 amended by decision no.229/2026/A dated 2/4/2026 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: Descriptions 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
    - Appendix G: VAT Mandate - Value Added Tax

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; Appendix F; and Appendix G. 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**  
Beyond Group s.a.l

Mohamad-Ali Kabbani  
President

Marwa Bou Dia  
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)	<p>The Contract shall be construed in accordance with the laws of the Republic of Lebanon.</p> <p>The Consultant is considered acquainted with and aware of the laws in force in the Republic of Lebanon</p>
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Council for Development and Reconstruction (CDR) Tallet El Serail, Beirut Central District - Lebanon Attention: The President of CDR Telephone: (961-1) 981431/2 – 980096/7 Facsimile: (961-1) 981252/3</p> <p>Consultant: Beyond Group s.a.l Badaro, Social Movement Bldg. 4<sup>th</sup> floor Beirut - Lebanon Attention: Ms. Marwa Bou Dia Telephone: (961-1) 397492 - (961-3) 716499</p>
8.1	Not Applicable.
9.1	<p><b>The Authorized Representatives are:</b></p> <p>For the Client: Mr. Mohamad-Ali Kabbani, President of CDR</p> <p>For the Consultant: Ms. Marwa Bou Dia Authorised Representative</p>
11.1	<p><b>The effectiveness conditions are the following:</b></p> <p>Signature of the Contract by both Parties and notification to the Consultant.</p>

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12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be one (1) month</p>
13.1	<p><b>Commencement of Services:</b></p> <p>The date of the Commence of Services is the “Effective Date” of the Contract referred to in SCC11.1</p> <p>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.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 12 weeks starting from the Notification Date of this Contract to the Consultant.</p>
20.1	N/A
21 b.	<p>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</p> <p>Yes</p>
23.1	<b>No additional provisions.</b>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of five hundred thousand United States Dollars (US\$500,000);</p> <p>(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.</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Lebanon.</p>

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	<p>(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</p> <p>(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.</p>
27.1	N/A
27.2	The Consultant shall not use these documents, reports and all deliverables for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	<p>The contract price is: <b>U.S\$42,033.60</b> (forty-two thousand thirty-three United States dollars and 60/100) inclusive of local taxes, detailed as follows:</p> <p>-Contract price (exclusive local taxes): U.S\$41,700.00          -Local taxes (0.8% stamp duties) U.S\$333.60</p> <p>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</p> <p>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.</p>
44.1 and 44.2	<p>The Client will pay such taxes on behalf of the Consultant only according to the following:</p> <ol style="list-style-type: none"> <li>1. <u>Income Tax:</u> <ol style="list-style-type: none"> <li>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.</li> <li>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).</li> </ol> </li> </ol>

	<p>2. <u>Stamp Duties</u> For foreign and local consultants, the Stamp Duties of 0.8% are payable as follows:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 0.4% deducted from payment certificates, and paid by the Client on behalf of the Consultant.</li> </ul> <p>3. <u>Value Added Tax (VAT):</u> VAT is not applicable since the project is 100% financed by the World Bank</p>
<p>46.2</p>	<p><b>The payment schedule:</b></p> <p>Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A</p> <ul style="list-style-type: none"> <li>- <b>30%</b> of the total contract amount set up in SCC43.1 shall be paid upon submission of D.1 (Inception and Prioritization Framework Report including the three selected priorities) <b>(U.S\$12,510.00)</b></li> <li>- <b>30%</b> of the total contract amount set up in SCC43.1 shall be paid upon submission of D.2 (Investment Packages Portfolio) and D.3 (Communication Material Guidelines) <b>(U.S\$12,510.00)</b></li> <li>- <b>30%</b> of the total contract amount set up in SCC43.1 shall be paid upon submission of D.4 (High Level Investment Enablement Roadmap) <b>(U.S\$12,510.00)</b></li> <li>- <b>10%</b> of the total contract amount shall be paid upon approval by the Ministry of Agriculture of the Final Report <b>(U.S\$4,170.00)</b></li> </ul>
<p>46.2.1</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) an <b>optional</b> 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.</p> <p>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.</p>

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	<p>(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.</p> <p>(3) The advance payment bank guarantee shall be in the amount and in the currency of the advance payment.</p> <p>(4) The bank guarantee shall be released when the advance payment has been fully set off.</p>
46.2.4	<p><b>The account is:</b></p> <p><b>Account Name:</b> Beyond Group S.A.L  <b>Currency:</b> USD  <b>Identification Numbe:</b> 2060569  <b>IBAN:</b> LB26 0014 0000 0502 3532 0605 6919  <b>Swift Code:</b> BLOMLBBX  <b>Bank Name:</b> BLOM BANK SAL  <b>Branch:</b> Badaro  <b>Tel:</b> +961 1 753000</p>
47.1	<p>The interest rate is: simple annual interest rate “Secured Overnight Financing Rate (SOFR) +2%.</p>
50.1	<p>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.</p>