

**Contract for Software Maintenance
of Rockwise Project Management Information System (PMIS)
for Lebanon Emergency Assistance Project (LEAP)
World Bank Funded Project**

CDR contract no. _____

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

Do360 DIGITAL CONSTRUCTION S.A.R.L.

Notification date: _____

**Contract for Software Maintenance
of Rockwise Project Management Information System (PMIS)
Lebanon Emergency Assistance Project (LEAP) - World Bank Funded Projects**

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 _____, _____.

between,

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

and

D0360 Digital Construction s.a.r.l., having its registered office at Ibin Sina Street – 130 Ain El Mraiech Mushkhas Center, 9th Floor, Beirut – Lebanon; Tel: (961-1) 370353 – 370354 – (961-3) 882774; represented by Mr. Kamal Merhej, (hereinafter called the "Provider") on the other hand,

WHEREAS

- (A) the Provider is engaged in the business of development of computer application, including technical consulting services, custom software development and maintenance.
- (B) the Provider has created and implemented and provided licensed software that was designed, developed and implemented for Client software development to various World Bank funded projects.
- (C) the Client is in a need for continuous maintenance services of the **Lebanon Emergency Assistance Project (LEAP) – Loan no.9841-LB** World Bank funded projects at CDR.
- (D) in accordance with CDR Board of Directors' decision no.307/2026/A dated 30/4/2026,

NOW THEREFORE the parties hereto agree as follows:

1. Services to be provided

The Provider shall provide and undertake the following:

- (a) PMIS license for the core system.
- (b) License and maintenance for document management system.
- (c) License and maintenance for claims, penalties and complaints system.

- (d) Development and maintenance of new functions with the upgraded systems (difference of exchange, handling of a multi-currency and multi-donors, modification on journal voucher, and modification on payable voucher).
- (e) All necessary special customization and additional services (design, development, training and technical support to the expropriation module).

2. Description of Services

2.1 The Provider and the Client will adhere to the following:

- a) The representative of the Provider will conduct a monthly visit to the Client's site in order to perform general overview of the system status with the system administrator and/or Client's representative; subsequently a report will be submitted to the Client within a period of 48 hours.
- b) The representative of the Provider will respond to the Client's ad hoc requests on technical issues and troubleshoot system malfunction using the 'User Incident Form'. The end-user or Client's representative should describe the malfunction using the said form and send it by Fax or Email. Depending on the nature of the system malfunction, the Provider will do his best to resolve the problem within 48 hours.
- c) The representative of the Provider will respond to incoming telephone calls from the end-users regarding any question on system usage.
- d) The representative of the Provider will introduce normal system upgrades on standard modules with respect to the existing database version. Such upgrades will be installed on the Client's system during the monthly visits at no extra charge to the Client.
- e) The representative of the Provider will assist the Client's system administrator in establishing the Backup and Restore procedures of the database as well as the software applications provided by the Provider.
- f) The representative of the Provider will correct any fault reported by the Client's representative or end-users as stated in item (b) above.
- g) The representative of the Provider will ensure system upgradeability of the standard modules of the provided Software of (PMIS) as well as the new versions of Oracle database.

2.2 Exclusion

The current yearly Maintenance contract does not cover the following:

- a) Introducing new functions, reports, or changes on existing functions or reports. Such requests for new functions and reports will be subject for a charge that will be agreed upon between the Client and the provider on a case-by-case basis.
- b) Troubleshooting of problems occurred that are not caused by the provided "Software".
- c) Migration of the Software to a newer release of the deployment environment, including the Operating System installed on the server.

3. Project Coverage

The new license for the software is for the newly effective loan: **Lebanon Emergency Assistance Project (LEAP)** – Loan no.9841-LB, the new license will be installed and functional starting from 1 month after contract signature.

The maintenance contract includes the main component of PMIS and two complementary systems namely: Document Management System and the Claims, Penalties and Complaints System. The maintenance will be on a monthly basis and will cover the **Lebanon Emergency Assistance Project (LEAP)** – Loan no.9841-LB (Maintenance for 2 years starting at the date following the installation and functional starting)

4. Contract Period

The Contract period for the Maintenance Services is **(2) years**, starting from the date following the installation and functional starting.

5. Contract Price & Mode of Payment

- 5.1** Based on Annex A “Contract Price and Mode of Payment”, The price of the Services to be executed under this Contract amounts to the sum of **U.S\$22,200.00** (twenty-two thousand two hundred United States Dollars), VAT being not applicable according to the terms of the Law 379 dated 14/12/2001.

The price is including all taxes, duties and charges imposed on the Provider under the Laws of the Republic of Lebanon.

5.2 Schedule of Payments:

The Client shall pay the Provider’s maintenance fees upon submission of the related invoices according to the schedule of payments as defined in Annex A of this Contract.

5.3 Payment Conditions:

Payment shall be made, no later than sixty (60) days following submission by the Provider of invoices to the Client.

5.4 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 Ministries no.4 dated 28/4/2020, the Provider agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.

6. Obligation of the Provider

- 6.1** The Provider will promptly notify the Client of any defects or malfunctions in the Software or related documentation that it learns from any source.

- 6.2** Within a reasonable time after being **given written notice** thereof, the Provider will correct inherent material errors in the Software that are not caused by the Client’s misuse, improper use, alteration or damage of the Software.

- 6.3** The provider shall provide the necessary training of 2 days on the items stated in Appendix (A). However, any additional training requested will be invoiced at a rate of \$25 per hour and will include one Hour for transport.

7. Confidential Information

7.1 All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Provider and will not be disclosed or used by the Provider except to the extent that such disclosure or use is reasonably necessary to the performance of the Provider's work.

7.2 All information related to the Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Client such as: User Guide, technical documentation, and others, will not be disclosed or used by the Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under the Agreement.

8. Performance Standards

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Provider shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

9. Insurance

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

10. Assignment

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

11. Law Governing Contract and Language

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

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to the competent Lebanese Court in accordance with the laws of Lebanon.

13. The two Parties will sign this Contract in admission of compliance with its provisions.

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.

Binding Signature of the Client
Council for Development
and Reconstruction

Mohamad-Ali Kabbani
President

Binding Signature of the Provider
Do360 Digital Construction s.a.r.l.

Kamal Merhej
Authorized Representative

Annex A