

CONTRACT FOR CONSULTANT'S SERVICES

Lebanon Emergency Assistance Project (LEAP)

(Loan No. 9841-LB)

Tender Preparation and Construction Supervision Consultant for Shelters

Proc ref: LEAP-CS-MEHE3

Contract no. _____

between

Council for Development and Reconstruction
Republic of Lebanon

and

Rafik Sami El-Khoury & Partners-Consulting Engineers 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,

Rafik Sami El-Khoury & Partners-Consulting Engineers S.A.L, having its registered office at Solar bldg.-facing Bourj Hammoud Stadium, Metn,– Lebanon; Tel +961 1 493150, represented by Mr. Ramy Rafik El Khoury (hereinafter called “the Consultant”)

WHEREAS

- (a) according to CDR Board of Directors decision no. 438/2026/A dated 25/6/2026, 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.9841-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: Terms of Reference
- 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

Mohamad-Ali Kabbani
President

For and on Behalf of the Consultant
Rafik Sami El-Khoury & Partners-
Consulting Engineers S.A.L

Mr.Ramy Rafik El Khoury
Authorized Representative