

CONTRACT FOR CONSULTING SERVICES

**Maintenance Services
for the New Information System at CDR**

CDR Contract no. _____

between

Council for Development and Reconstruction
Republic of Lebanon

and

Information Technology Engineering and Consulting S.A.L (ITEC)

Notification date: _____

CONTRACT

THIS CONTRACT ("Contract") is entered into this _____ day of _____, 2026

between,

Council for Development and Reconstruction (CDR), having its registered office at Tallet el Serail, Beirut – Lebanon; Tel: (961-1) 980096/7 – Fax: (961-1)981252/3; represented by its President Mr. Mohamad-Ali Kabbani, (hereinafter called "the Client") of the one part,

and,

Information Technology Engineering and Consulting S.A.L (ITEC) having its principal office located at Zalka, Al Arz Street, LIBREX Center, 4th Floor, Lebanon, Tel: (961-1) 871896 – (961-3) 623723 - Fax: (961-1) 871897; represented by Mr. Chidiac Chidiac (hereinafter called "the Consultant") of the other part,

Whereas on the 7th of March 2011, and in accordance with CDR Board of Directors' decision no.79/2011/A dated 27/1/2011, the two Parties has signed a contract for the Services related to the Maintenance of the New Information System at CDR, for a period of one (1) year starting from 7/3/2011 till 6/3/2012, (contract no.17545),

Whereas on the 21st of March 2012, and in accordance with CDR Board of Directors' decision no.210/2012/A dated 1/3/2012 the two Parties agreed to the renewal of the Services mentioned above for a period of one (1) year starting from 7/3/2012 till 6/3/2013,

Whereas in accordance with CDR Board of Directors' decisions no.122/2013/A dated 18/2/2013 and no.201/2013/A dated 15/3/2013, the two Parties agreed to the renewal of the Services mentioned above for a period of one (1) year starting from 7/3/2013 till 6/3/2014,

Whereas on the 18th of February 2014, and in accordance with CDR Board of Directors' decisions no.746/2013/A dated 29/11/2013 and no.47/2014/A dated 24/1/2014, the Parties hereto have concluded an Addendum no.1 to the contract no.17545/2013 to provide one additional expert to perform the Services mentioned above;

Whereas on the 17th of April 2014, and in accordance with CDR Board of Directors' decisions no.133/2014/A dated 21/2/2014 amended by decision no.174/2014/A dated 7/3/2014, the two Parties agreed to the renewal of the Services mentioned above for (3) additional months starting from 7/3/2014 till 6/6/2014;

Whereas on the 9th of July 2014, and in accordance with CDR Board of Directors' decision no.353/2014/A dated 23/5/2014, the two Parties agreed to the renewal of the Services mentioned above for a period of (6) months and (24) days starting from 7/6/2014 till 31/12/2014;

Whereas on the 23rd of February 2015, and in accordance with CDR Board of Directors' decision no.773/2014/A dated 12/12/2014, the two Parties agreed to the renewal of the Services mentioned above for a period of one (1) year starting from 1/1/2015 till 31/12/2015;

Whereas on the 4th of January 2016, and in accordance with CDR Board of Directors' decision no.752/2015/A dated 19/11/2015, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/1/2016 till 30/6/2016;

Whereas on the 11th of July 2016, and in accordance with CDR Board of Directors' decision no.373/2016/A dated 2/6/2016, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2016 till 31/12/2016;

Whereas on the 30th of January 2017, and in accordance with CDR Board of Directors' decision no.852/2016/A dated 9/12/2016, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2017 till 30/6/2017;

Whereas on the 17th of August 2017, and in accordance with CDR Board of Directors' decision no.455/2017/A dated 21/6/2017, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2017 till 31/12/2017;

Whereas on the 22nd of February 2018, and in accordance with CDR Board of Directors' decision no.1044/2017/A dated 21/12/2017 amended by decision no.44/2018/A dated 11/1/2018, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/1/2018 till 30/6/2018;

Whereas on the 16th of August 2018, and in accordance with CDR Board of Directors' decision no.609/2018/A dated 23/7/2018 (item 2), the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2018 till 31/12/2018;

Whereas on the 26th of February 2019, and in accordance with CDR Board of Directors' decision no.1078/2018/A dated 20/12/2018 amended by decision no.58/2019/A dated 24/1/2019, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/1/2019 till 30/6/2019;

Whereas on the 27th of August 2019, and in accordance with CDR Board of Directors' decision no.584/2019/A dated 18/7/2019, the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2019 till 31/12/2019;

Whereas on the 15th of January 2020, and in accordance with CDR Board of Directors' decision no.894/2019/A dated 12/12/2019 (item 2), the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/1/2020 till 30/6/2020;

Whereas on the 14th of July 2020, and in accordance with CDR Board of Directors' decision no.294/2020/A dated 10/6/2020 (item 3), the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2020 till 31/12/2020;

Whereas on the 18th of February 2021, and in accordance with CDR Board of Directors' decision no.742/2020/A dated 17/12/2020 (item 2), the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/1/2021 till 30/6/2021;

Whereas on the 15th of July 2021, and in accordance with CDR Board of Directors' decision no.296/2021/A dated 10/6/2021 (item 2), the two Parties agreed to the renewal of the Services mentioned above for a period of six (6) months starting from 1/7/2021 till 31/12/2021;

Whereas on the 27th of April 2023, and in accordance with CDR Board of Directors' decision no.470/2022/A dated 22/9/2022 amended by decision no.538/2022/A dated 10/11/2022, the two Parties agreed to the renewal of the Services mentioned above for a period of twelve (12) months starting from 27/4/2023 till 26/4/2024;

Whereas on the 5th of December 2024, and in accordance with CDR Board of Directors' decision no.179/2024/A dated 25/4/2024, the two Parties agreed to the renewal of the Services mentioned above for a period of twelve (12) months starting from 27/4/2024 till 26/4/2025;

Whereas on the 14th of October 2025, and in accordance with CDR Board of Directors' decision no.174/2025/A dated 11/4/2025, the two Parties agreed to the renewal of the Services mentioned above for a period of twelve (12) months starting from 27/4/2025 till 26/4/2026;

Whereas in accordance with CDR Board of Directors' decision no.126/2026/A dated 19/2/2026;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

The Consultant shall perform Services as specified in Annex A "Scope of Work", which is made an integral part of this Contract ("the Services").

2. Term

The Consultant shall perform the Services for an additional period of **(12) months** starting from 27/4/2026 till 26/4/2027.

The Client has the right to terminate this Contract in its sole discretion and for any reason whatsoever, by giving not less than thirty (30) days' written notice of termination to the Consultant, without any indemnities to the Consultant.

3. Payment

A. Ceiling

According to Annex C "Financial Details", the ceiling contract amount is U.S\$51,360.00 (fifty-one thousand three hundred sixty United States Dollars), VAT being not applicable according to the terms of the law no.379 dated 14/12/2001.

This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment Conditions

Payment shall be made on monthly basis no later than fifty-four (54) days following submission by the Consultant of invoices and monthly progress reports on executed Maintenance Services, considering that these reports shall constitute the basis for any payments to be made under this Contract.

4. Consultant's Personnel

4.1 Description of Personnel

The Curriculum Vitae of each of the Consultant's Personnel are described in Appendix B.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant, within a period of three (3) weeks, shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client within the period mentioned in Clause (a) above.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person shall be subject to the prior written approval by the Client. The Consultant shall bear all costs arising out of any removal and/or replacement. The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. Project Administration

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

6. Performance Standards

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

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, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under this Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

9. Consultant not to be engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

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 or any portion of it without the Client's prior written consent.

12. 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.

13. Law Governing Contract and Language

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

14. 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.

15. The two Parties hereto shall sign this Contract in admission of compliance with its provisions.

FOR THE CLIENT

Council for Development
and Reconstruction

FOR THE CONSULTANT

Information Technology Engineering and
Consulting S.A.L (ITEC)

Mohamad-Ali Kabbani
President

Chidiac Chidiac
Authorised Representative

