

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the laws of the Republic of Lebanon. The Consultant is considered acquainted with and aware of the laws in force in the Republic of Lebanon
4.1	The language is: English
6.1 and 6.2	The addresses are: 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 Consultant: Rafik Sami El-Khoury & Partners-Consulting Engineers S.A.L Solar bldg-Bourj Hammoud-Metn- Lebanon Attention: The Chairman and General Manager Telephone: +961 1 493150
8.1	Not Applicable.
9.1	The Authorized Representatives are: For the Client: Mr. Mohamad-Ali Kabbani, President of CDR For the Consultant: Representative Mr. Rami Rafik El Khoury
11.1	The effectiveness conditions are the following: Signature of the Contract by both Parties and notification to the Consultant.
12.1	Termination of Contract for Failure to Become Effective: The time period shall be one (1) month

13.1	Commencement of Services: The date of the Commence of Services is the “Effective Date” of the Contract referred to in SCC11.1 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.
14.1	Expiration of Contract: The Consultant shall perform Activities A1, A2 and A3 in accordance with the timelines specified in Appendix A. Activity A4 shall commence upon the issuance of the relevant Commencement Order(s) for the rehabilitation works and shall continue throughout the construction period until the issuance of the Provisional Acceptance Certificate and the Final Acceptance Certificate for the respective works.
20.1	N/A
21 b.	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
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of one hundred thousand United States Dollars (US\$100,000); (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. (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Republic of Lebanon.

	(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 (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.
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	The contract price is: U.S\$106,500.00 (One Hundred Six Thousand Five Hundred United States Dollars) exclusive of local taxes. 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 Any 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.
44.1 and 44.2	The Client will pay such taxes on behalf of the Consultant only according to the following: 1. <u>Income Tax:</u> 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. 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). 2. <u>Stamp Duties</u> For foreign and local consultants, the Stamp Duties of 0.8% are payable as follows:

	• 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. • 0.4% deducted from payment certificates, and paid by the Client on behalf of the Consultant. 3. <u>Value Added Tax (VAT):</u> VAT is not applicable since the project is 100% financed by the World Bank
46.2	The payment schedule: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A For Activity A2: “Detailed Assessment, Design and Preparation of Call-Off Packages”. - U.S\$5,325 of the Total contract amount for Detailed Assessment and Verification Reports for each site/sherlter (A2-D1). - U.S\$10,650 of the Total contract amount for Standardized Rehabilitation Design Packages for each site/ shelter (A2-D2). - U.S\$10,650 of the Total contract amount for Consolidated Call-Off Packages ready for procurement under Framework Agreements (A2-D3). <u>Total</u> for this activity: U.S\$26,625 representing 25% of the total contract amount. For Activity A3: “Support to Procurement and Contracting Process”. - U.S\$5,325 of the Total contract amount for Technical evaluation reports and recommendations (A3-D2) <u>Total</u> for this activity: U.S\$5,325 representing 5% of the total contract amount. For Activity A4: “Construction Supervision: The duration of the rehabilitation activity is expected to be 8 weeks, with a Defect liability period of 1 year”.

	- U.S\$63,900 of the Total contract mount for Monthly Progress Reports (A4-D2). - U.S\$5,325 of the Total contact amount for Completion and Handover Reports for each site/ shelter (A4-D3). - U.S\$5,325 of the Total contact amount shall be payable upon the issuance of the Provisional and Final Acceptance Certificates for the Monitoring Reports for each site/shelter (A4-D4). <u>Total</u> for this activity: U.S\$74,550 representing 70% of the total contract amount. <u>Total</u> lump sum remuneration for all the above mentioned activities: U.S\$106,500 <i>It should be noted that The above mentioned activities shall be undertaken for seventy one (71) schools/shelters located in Zahle, Baalbek, Baabda, West Bekaa, Aley, Chouf, Sour, Saida, Marjeoun and Rachaya.</i>
46.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) an optional 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. 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. (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. (3) The advance payment bank guarantee shall be in the amount and in the currency of the advance payment. (4) The bank guarantee shall be released when the advance payment has been fully set off.

46.2.4	The account is: Account Name: Rafik El-khoury & Partners Consulting Engineers SAL Currency USD Identification Numbe: 220 0859473 067 IBAN: LB40 0039 0000 0002 2008 5947 3067 Swift Code: IRVTUS3NXXX Bank Name: BYBLOS Branch: DORA Tel: +961 1 335200
47.1	The interest rate is: simple annual interest rate “Secured Overnight Financing Rate (SOFR) +2%.
50.1	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.

APPENDIX A

TERMS OF REFERENCE

this appendix includes detailed description of the services to be provided, relative to the consultant's offer and the Terms of Reference (TOR), dates for completion of various tasks, place of performance for different tasks and specific tasks to be approved by the client.

in case of contradiction between the Terms of Reference in the technical proposal of the consultant, then the TOR will supersede unless contradiction is for extra services proposed by the consultant in his technical proposal

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

APPENDIX G

LEGAL DOCUMENTS