

CONTRACT FOR CONSULTANTS' SERVICES

Design and Construction Supervision Services for Critical Systems/Urgent Works at Rafik Hariri International Airport - Beirut

CDR Contract No. _____

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

DAR AL HANDASAH CONSULTANTS (SHAIR & PARTNERS) s.a.l.

Notification Date: _____

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CONTRACT FOR CONSULTANTS' SERVICES

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 _____ 2026,

between,

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION of the Republic of Lebanon (hereinafter called "the Client"),

and,

DAR AL HANDASAH CONSULTANTS (SHAIR & PARTNERS) s.a.l. (hereinafter called "the Consultants").

WHEREAS

- (A) The Client Intends to carry out the "*Critical Systems/Urgent Works at Rafik Hariri International Airport - Beirut*" (hereinafter called the "Project");
- (B) In accordance with the CDR board decision no.42/2026/A dated 16/1/2026, the Client has requested the Consultants to provide certain consulting services required for the Project, as defined in Appendix A and against remuneration as set out in Appendix C;
- (C) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (D) this Contract is financed by the Lebanese Government.

NOW THEREFORE the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Lebanon;
- (b) Not Applicable;
- (c) "Contract" means this Contract between the Client and the Consultants;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- (e) "Foreign Currency" means any currency other than the currency of the Republic of Lebanon;
- (f) "Government" means the Government of the Republic of Lebanon;
- (g) "Local currency" means the currency of the Republic of Lebanon;
- (h) "Personnel" means persons hired by the Consultants or by any Subconsultants as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Republic of Lebanon and "local personnel" means such persons who at the time of being so hired had their domicile inside the Republic of Lebanon;
- (i) "Party" means the Client or the Consultants, as the case may be;
- (j) "Project" means the project as described in Appendix A, for which the Consultants are expected to provide services;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (l) "Starting Date" means the date referred to in Clause 2.3 hereof;
- (m) "Subconsultants" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause 3.7 hereinafter; and
- (n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.
- (o) "Construction Contract" means the contract between the Client and the Contractor for the execution of the works.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

The meaning and interpretation of this Contract shall be governed by the laws of the Republic of Lebanon.

1.4 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, or alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or confirmed facsimile to such Party at the following address:

For the Client: Council for Development and Reconstruction
Tallet el-Serail
Beirut Central District - Lebanon
Attention: The President of CDR
Telephone: (961-1) 981431/2
Facsimile: (961-1) 981252/3

For the Consultants: Dar Al Handasah Consultants (Shair & Partners) s.a.l.
Beirut - Lebanon
Attention: Mr. Marwan Kobrosly
Telephone: (961-1) 790002
Facsimile: (961-1) 869011

1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery; and
- (b) in the case of facsimiles, twenty-four (24) hours following confirmed transmission.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations as the Client may approve.

1.8 Joint Ventures

Not Applicable.

1.9 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (i) on behalf of the Client by the President of CDR or his designated representative;
- (ii) on behalf of the Consultants by Mr. Marwan Kobrosly or his designated representative.

1.10 Taxes and Duties

The Consultants shall pay all taxes, duties and charges imposed on them under the laws of the Republic of Lebanon.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") when the following conditions have been met:

- (a) The Contract has been approved by the Board of Directors of the Client;
- (b) The Contract has been signed by both parties and notified to the Consultants.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within three (3) months of the date of signing by one Party, either Party may, by not less than thirty (30) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services and Contract Period

The Consultants shall carry out the Design Services within a period of (3) months starting from the notification's date of this Contract to the Consultants.
The period for the Supervision Services is equivalent to the period related to the works being supervised.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof this Contract shall be completed when pursuant to the provisions hereof the Services have been completed and accepted by the Client and the payments of remuneration have been made.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war (whether declared or not), riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Suspension of Contractual Obligations

During the period of Force Majeure, the obligations of each party under this Contract shall be suspended until the situation of Force Majeure has ceased to exist or the Contract has been terminated in accordance with Clause 2.9.1 (e).

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult together with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Payments

The Client has the right, by written notice of suspension to the Consultants, to suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client has the right to terminate this contract by giving not less than thirty (30) days' written notice of termination to the Consultants, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of legal proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants have the right to terminate this contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 2.9.2:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure on the side of the Client, the Consultants are unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
- (d) if the Client fails to comply with any decision reached as a result of legal proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clause 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall remunerate the Consultants for the Services satisfactorily performed prior to the effective date of termination.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to jurisdiction pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting judicial award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the consulting standards recognised by international professional bodies, and shall observe sound management, and technical engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all necessary steps to ensure that any Subconsultants, as well as the Personnel and agents of the Consultants and any Subconsultants, comply with the Applicable Law.

3.1.3 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 Consultants agree to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.

3.2 Conflict of Interests

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with the Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

Not Applicable

3.2.3 Consultants and Affiliates not to be otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for the Project.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Subconsultants nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Lebanon which would conflict with the activities assigned to them under this Contract.

The Consultants shall not conduct any interest with the Contractor and/or the Supplier under pain of liability that is assessed by the Client only.

3.3 Confidentiality

The Consultants, their Subconsultants and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of their default in such performance, subject to the following limitations:

- (a) The Consultants shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultants, its Subconsultants or the Personnel of either of them; and
- (b) the Consultants shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

3.5 Indemnification of the Client by the Consultants

The Consultants shall keep the Client, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultants or their Subconsultants, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks set forth below:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Lebanon by the Consultants or their Personnel or any Subconsultants or their Personnel;
- (b) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services;
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

3.7 Consultants' Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing Personnel (other than the Personnel mentioned in Appendix B) to carry out any part of the Services, including the terms and conditions of such appointment;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract.
- (c) modify and approved drawing or design.
- (d) taking any action in the capacity of "Engineer" with respect to construction works executed under the Project for which action, pursuant to such "Construction Contract", the written approval of the Client as "Employer" is required.

3.8 Reporting Obligations

- a) The Consultants shall submit to the Client the reports and documents specified in the Appendix A hereto, in the form, in the numbers and within the time periods set forth in said Appendix.
- b) The Consultants shall present, with the "final Tender Documents and as build drawing", a CD-ROM containing all conducted survey data and design information related to the project covered under this Contract using the Geographic Information System (GIS) according to the "GIS Requirements" included in Appendix A. The version presented should be the latest used version of ArcGIS version.
- c) The Consultants have to prepare a Certificate of Delivery for goods exempted from customs duties, stating clearly that these goods were especially supplied for the Project (if applicable).

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

4. CONSULTANTS' PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

The titles, agreed job descriptions and minimum qualifications of each of the Consultants' Personnel are described in Appendix B.

4.3 Working Hours, Overtime, Leave, etc.

The remuneration of the Consultants shall be deemed to cover any overtime, sick leave or vacation leave. Any taking of leave by Personnel shall be subject to the prior approval of the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 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 Consultants, it becomes necessary to replace any of the Personnel, the Consultants 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 Consultants 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.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependants) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The Consultants shall bear all additional travel and other 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.
- (d) While performing construction supervision, the Consultants shall decrease his field staff upon decrease of production by the Contractor. The Client shall reserve the right to request such a decrease when it determines that the level of production is low.

4.5 Project Manager

The Consultants shall ensure that at all times during the Consultants' performance of the Services in Lebanon a project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance

The Client shall use his best efforts to facilitate the issue by the Government of documents and permits which are necessary for the prompt and effective implementation of the Services.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Republic of Lebanon in respect of which access is required for the performance of the Services.

5.3 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. CONTRACT PRICE AND PAYMENTS

6.1 Contract price

According to Appendix C, the Contract Price of the Services to be executed under this Contract amounts to **U.S\$1,349,760.00** (one million three hundred forty-nine thousand seven hundred sixty United States Dollars), including VAT, detailed as follows:

- contract price (excluding VAT): U.S\$1,216,000.00
- 11% VAT: U.S\$133,760.00

a) **for Design Services**

The Consultants' fees for the Design Services amounts to a lump sum of **U.S\$608,000.00** (excluding VAT)

b) **for Supervision Services**

The Consultants' fees for the Supervision Services amounts to a percentage of **(4%)** of the value of the executed Works.

Considering that the Consultants' fees for the Supervision Services shall not exceed the ceiling of **U.S\$608,000.00** (excluding VAT)

6.2 Variations

Not Applicable.

6.3 Securities

6.3.1 Performance Security

The Consultants shall provide the Client with a Performance Security of 10% of the price of the Contract as referred to in Clause 6.1, in the form of a bank guarantee to be submitted within ten (10) days following the "effective date". The bank guarantee shall be issued by a Lebanese bank or a foreign bank through its correspondent bank in Lebanon. A specimen of the required bank guarantee for good performance of the Contract is attached hereto as Appendix D.

This guarantee shall be finally released to the Consultants upon the Final Acceptance of all the Services which shall take place at the issuance of the Defect Liability Certificate for the works being supervised.

6.3.2 Retention Money

- For Design Services:
The retention amounting to ten (10%) percent of the amounts due to the Consultants shall be made by the Client from each payment (except the advance payment).
The retention money shall be paid to the Consultants upon Provisional & Final Acceptance of the Design Services by the Client which shall be made at the same time, in accordance with Clause 6.5.4.
- For Supervision Services:
A retention amounting to ten (10%) percent of the amounts due to the Consultants shall be made by the Client from each payment (except the advance payment).
The retention money shall be paid by the Client upon the Provisional Acceptance of the Consultants' Services which shall take place upon issuing the Taking Over Certificate for the Works being supervised.

6.3.3 Penalties

If the Consultants fail to submit to the Client the deliverable reports, drawings and/or designs or other services as defined in the time schedule mentioned in Appendix A, the Client shall have the right to impose a penalty on the Consultants at a daily rate of 0.2% of the price of the delayed part of the Services. The penalties shall be limited to a cumulative amount of 10% of the total contract price. In case the delay would exceed a period of 50 days the Client shall have the right to terminate the contract for default of the Consultants in accordance with Clause 2.9.1 above.

If the delay exceeds 20% of the contractual period and does not result from a Force Majeure, or from a Contractor's act, or from a Client's request, then the Consultants fees relative to the delay shall be determined as follows:

- if the delay is due to the Consultants act, then the Consultants shall bear 50% of the supervision fees for the period exceeding 20% of the contractual construction period.
- if the delay is due to an act of both Consultants and the Contractor, then they shall jointly bear 50% of the supervision fees for the period exceeding 20% of the contractual construction period.

6.4 Valuation of Currencies

Not Applicable.

6.5 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

6.5.1 Within (60) days after the Effective Date (for the Design services) and after the issue of notice to proceed (for the Supervision services) and receipt of a bank guarantee to the amount of the advance payment, the Client shall cause to be paid to the Consultants an advance payment of ten (10%) percent of the total fee of each of the Services (Design & Supervision) as mentioned in Clause 6.1 (a) and (b). The advance payment will be set off by the Client by percentage deduction of 20% from each payment (except the advance payment) until the advance payment has been fully set off. The bank guarantee shall be issued by a bank acceptable to the Client and remain effective until the advance payment has been completely set off as provided above. The bank guarantee shall be in a form as specified in Appendix E hereto.

6.5.2 For Design Services:

The Consultants' fees for the Design services as mentioned in Clause 6.1(a) shall be paid in stages according to the payment schedule specified in Appendix C.

For Supervision Services:

The Consultants shall be paid according to the percentage stated in Clause 6.1(b), applicable on each invoice related to the executed works presented by the Contractors, and approved by the Client (before deduction for retention and recovery of advance payment).

6.5.3 The Client shall cause the payment of the Consultants' statements within sixty (60) days of receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and cost authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. In the event of the failure of the Client to make payment within the time stated above, the Client shall pay to the Consultants a simple annual interest rate of Secured Overnight Financing Rate (SOFR) +2%.

6.5.4 The Services shall be Finally Accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

7. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

8.2 Jurisdiction

In the event the Parties should be unable to arrive at an amicable settlement, the dispute shall be submitted to the competent Courts of the Republic of Lebanon

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 CONSULTANTS
Dar Al Handasah Consultants (Shair & Partners) s.a.l.

Mohamad-Ali Kabbani
President

Marwan Kobrosly
Authorized Representative

Appendix A

Terms of Reference

Annex A1

“GIS” Requirements

Appendix B

Consultants' Key Personnel

Appendix C

Remuneration of the Consultants and Mode of Payment

Mode of Payment

A) Design Services:

The Consultants' fees for the Design Services amounts to a lump sum of **U.S\$608,000.00** (excluding VAT), detailed in the table below:

item	System/Urgent Works Package	Time Schedule	Amount (US\$) <i>(including VAT)</i>	Payment Due
1	Expansion and Fit out of Departure Area/ Security Travelers Area	ND* + 2 months	44,400.00	Upon approval by the Client
2	Power Management System	ND + 2 months	—	—
3	MV Generators and Synchro	ND + 2 months	—	—
4	Supply and Installation of Hand Baggage Security System CT Technology with Tray Return (Conveyor) (Qty: 4) at Departure	ND + 3 months	177,600.00	Upon approval by the Client
5	Baggage Handling System	ND + 3 months	133,200.00	Upon approval by the Client
6	Renovation of Public Toilets	ND + 3 months	133,200.00	Upon approval by the Client
7	Supply and Installation of E-Gates at Departure (8), arrival East (8), Arrival West (8) and Fast Track (2)	ND + 3 months	186,480.00	Upon approval by the Client
Total			674,880.00 (including VAT)	

* ND = Notification Date of the Contract

- Periods for CDR's review/approval are not included in the above periods.

B) Supervision Services:

The remuneration of the Consultants pertaining the Supervision Services shall be based on a percentage of **(4%)** of the value of the executed Works.

The Consultants' fees for the Supervision Services shall not exceed the ceiling of **U.S\$608,000.00** (excluding VAT)

The Consultants shall be paid according to the percentage stated above, applicable on each invoice related to the executed Works presented by the Contractors and approved by the Client.

APPENDIX D

**SPECIMEN FORM
BANK GUARANTEE FOR GOOD PERFORMANCE OF THE CONTRACT**

To: Council for Development and Reconstruction
Tallet el Serail
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Good Performance of the Contract No ____

According to the terms of Contract, dated _____, for the supply of _____, concluded between the Council for Development and Reconstruction (hereafter called CDR) and _____ (hereafter called the Consultants),

the Consultants undertakes to produce a Bank Guarantee for good performance of the contract of ___% of the value of the contract or the amount of _____.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Consultants and as primary obligator and not as surety merely, to pay the CDR upon its first demand and without cavil or argument, any amounts up to the maximum of _____, in the event according to the binding opinion of the CDR, the Consultants would fail to comply with their contractual obligations.

The failure of the Consultants to comply with their contractual obligations shall be advised to us in writing with a copy to the Consultants.

This guarantee shall enter into effect on the date of entry into force of the contract and shall remain in full force and effect until _____ (*insert date*) or until Final Acceptance of all the Services by the CDR, whichever comes later.

DATE:

SIGNATURE OF BANK:

APPENDIX E

**SPECIMEN FORM
BANK GUARANTEE FOR ADVANCE PAYMENT**

To: Council for Development and Reconstruction
Tallet el Serail
Beirut, Lebanon

Dear Sirs,

Re: Guarantee for Advance payment No ____

According to the terms of contract, dated _____, for the supply of _____, concluded between the Council for Development and Reconstruction (hereafter called CDR) and

(hereafter called the Consultants),

the CDR undertakes to pay the Consultants ___% of the value of the contract or the amount of _____ by way of advance payment. The said advance payment shall be paid to the Consultants at their account number _____ of the Bank _____ upon receipt by the CDR of the original of this guarantee.

We hereby unconditionally and irrevocably guarantee jointly and severally with the Consultants and as primary obligator and not as surety merely, to pay the CDR upon its first demand and without cavil or argument any amounts up to the maximum of _____, in the event according to the binding opinion of the CDR, the Consultants would fail to comply with their contractual obligations.

The failure of the Consultants to comply with their contractual obligations shall be advised to us in writing with a copy to the Consultants.

This guarantee shall enter into effect on the date of payment to the Consultants of the advance payment, partially or totally, and shall remain valid until _____ (*insert date*) or until the CDR has received full repayment of the same amount from the Consultants, whichever comes later.

DATE:

SIGNATURE OF THE BANK:

