

Lebanon Emergency Assistance Project (LEAP)

Terms of Reference for the “Contract Expert”

December 2025

I- Introduction

As Lebanon emerges from the 2023-24 conflict and overlapping multifaceted crises, the proposed emergency Project supports the most urgent repair and reconstruction of damaged critical infrastructure and lifeline services and the sustainable management of rubble. Given the magnitude of the needs, estimated at approximately \$11 billion, the Project establishes a robust, transparent, and data-driven framework to identify and execute priority investments, restoring essential services where they are most urgently needed to resume social and economic activities. This framework will allow the Government of Lebanon (GOL) to seamlessly coordinate support for recovery and reconstruction as additional financing becomes available from partners. To enable the efficient delivery of the expected volume of investments in the years ahead in an accountable and transparent manner, reform measures and streamlined procedures have been identified to strengthen the Council for Development and Reconstruction (CDR) according to international benchmarks.

II- Project Background

The Proposed Project Objective is to enable sustainable recovery and restore lifeline services and critical infrastructure in conflict-affected areas of Lebanon.

The LEAP will support the GoL in a sequenced approach to response, recovery and early reconstruction. This will include improvements in the environmental management of rubble, restoration of lifeline services and critical infrastructure in prioritized areas affected by the conflict and support to the most vulnerable to undertake repairs to partially damaged housing. The Project will inform longer term reconstruction of damaged public buildings and infrastructure using a Build Back Better (BBB) approach to promote adaptation, sustainability, inclusion, and significant energy efficiency improvements and considering options for private sector financing. The four Project components are: (1) Immediate Response, (2) Lifeline Services and Critical Infrastructure Recovery; (3) Sustainable and Robust Reconstruction of Infrastructure and Lifeline Services; and (4) Project Management.

The LEAP is implemented by the Council for Development and Reconstruction (CDR) (hereinafter referred as Client) representing the Government of Lebanon (GOL) with expected funding support from the World Bank (WB) and Agence Française de Développement (AFD).

III- Objective of the Assignment

The Council for Development and Reconstruction (CDR) intends to select a suitably qualified individual Consultant who will act as **“Contract Expert”, with a time input of 20 hours per week, to be performed at CDR premises during official working hours**, in the Project Management

Unit (PMU), to provide assistance to CDR during the implementation of the Lebanon Emergency Assistance Project.

IV- Scope of Work:

The scope of works entails the provision of a **Contract Expert** consulting services for the Lebanon Emergency Assistance Project with the Council for Development. The expected tasks within this scope will cover, but not limited to, the following tasks:

1. Develop contracts in collaboration with technical and legal teams, ensuring all required documents—aligned with bidding specifications—are included.
2. Ensure contracting procedures comply with World Bank Procurement Regulations and CDR's internal processes.
3. Support the PMU during contract negotiations.
4. Prepare contract amendments for variation orders, extensions, change orders, and comparative bills of quantities.
5. Maintain accurate and up-to-date contract documentation.
6. Participate in coordination meetings as needed.
7. Assist in managing claims and disputes, ensuring timely and effective resolution.

V- Qualifications Requirements:

1. Bachelor's degree in civil engineering, Contract Management, Law or a related field. A master's degree is an advantage & counts as 2 years.
2. Minimum 15 years of relevant experience and at least 5 years in Works, Goods or Framework contracts preparation for donor-funded projects.
3. Familiarity with FIDIC contract conditions and international procurement guidelines (e.g. World Bank, Islamic Development Bank) is highly desirable.
4. Experience working with or under CDR or within public-sector project environments is preferred.
5. Strong understanding of contract drafting, variation analysis, and payment processes.
6. Excellent organizational and communication skills.
7. Proficiency in MS Office; knowledge of procurement systems or ERP tools is an asset.
8. Fluency in English and Arabic (written and spoken). French is a plus.

VI- Duration

The contract duration is 12 months. The contract is a Time Base contract subject to extension/renewal for the project duration upon mutual agreement, and strong performance of the Consultant.

VII- Administration and Reporting

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The Consultant will report to the CDR, PMU Director.

The service under this TOR shall be performed at CDR offices in Beirut, with working hours from 8:00 am to 4:30pm from Monday to Friday, except official holidays.

The Consultant is allowed for a paid leave based on 1 day per month.

VIII- Remuneration

Billing and payments in respect of this service shall be made equally and on a monthly basis. The Consultant shall submit his/her invoice at the beginning of each month to cover the services submitted during the previous month. Noting that the total Consultant's remuneration (fees) shall include all communication fees, software, computers, and any Taxes at the home country of the Contract Expert.

IX- Client's Responsibilities

CDR will provide all the necessary documentation and information that may be needed by the Consultant to fulfill his obligations. CDR will make available office space within its premises with internet connection and email access.

X- Bank Secrecy Declaration:

The Consultant should submit in his/her EOI a signed and stamped declaration, in which, as stipulated in "article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries 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, and which will be included as Contract Clause.

CURRICULUM VITAE (CV) FORMAT

Position Title	{e.g., }
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. **Past employment that is not relevant to the assignment does not need to be included.**

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks as per the TOR Scope of Work	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
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Individual Consultant's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of the Individual Consultant

Signature

Date

Contract For an Individual Consultant Time Based Payments

Between

Council for Development and reconstruction

and

[insert the Consultant's name]

Contract Number: [insert number]

Project name: Lebanon Emergency Assistance Project (LEAP)

Title of Consulting Services: Contract Expert

Procurement reference: RE LEAP-IC-Proc-13

Date of Contract's Signature: _____

SAMPLE CONTRACT FOR CONSULTING SERVICES**SMALL ASSIGNMENTS****TIME BASED PAYMENTS****(IBRD FINANCED)****CONTRACT No. *[insert]***

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*¹.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall perform the Services as per financial details of Annex B, "Consultant's corresponding unit rates".
 - (iii) The Consultant shall submit to the Client the reports specified in Annex C, "Consultant's Reporting Obligations."
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. 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. Taxes shall be the responsibility of the consultant.

¹ Avoid use of "P.O. Box" address

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) of person/month spent on site or at the Client offices as per Annex B.

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

All expenses such as travel, airport transfer, site transfer, lodging, communication, meals, visa fee, etc....are deemed to be included in Consultant time based contract.

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment.

Monthly Progress reports will constitute the basis for the payments to be made under paragraph 3.

C. Timesheets

During the course of their work under this Contract, including field work, the Consultant shall be required to complete timesheets, or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

5. Performance Standards

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

The Consultant shall comply with the Bank's Anti-Corruption Guidelines and shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the

- 6. Inspections and Auditing** submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s (determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
- 7. Confidentiality** The Consultants 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 the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software².
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 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 any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be³ *[insert language]*
- 13. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

³ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁴ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

14. Termination by the Client

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform his Services for a period of not less than thirty (30) days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15. Termination by the Consultant

The Consultant has 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 the below paragraphs (a) to (c) of this Clause:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue,
- (b) If the Client is in material breach of his obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing)

following the receipt by the Client of the Consultant notice specifying such breach,

(c) If, as the result of Force Majeure, the Consultant is unable to perform his Services for not less than sixty (60) days.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Contract Price and Payment Terms

Annex D: Consultant CV

ANNEX A

Terms of Reference and Scope of Services

CONTRACT PRICE AND PAYMENT TERMS

Description	Unit	Qty	U.P.	Sub-Total
On-site or at the Client offices	Month	12	-----	-----

The invoice shall be prepared and submitted with the monthly progress report.

The consultant is expected to report to work during the Client working days and hours as stated in the TOR.

The consultant is allowed 1 day paid leave per month. Official state holidays are paid.

The deduction for any absence, other than the approved working days required to complete the weekly twenty (20) hours, shall be calculated at an hourly rate based on the Monthly Unit Price divided by the total number of working hours in the month. The Consultant shall distribute the twenty (20) weekly hours **to be performed at CDR premises during official working hours** across the working days of the week in coordination with Project Director.

ANNEX C

CONSULTANT'S REPORTING OBLIGATIONS

ANNEX D

CONSULTANT'S CV