**Facility Management and Maintenance Services**

**Contract of Adherence**

This Facility Management and Maintenance Services Contract of Adherence (Hereinafter referred to as the **“Contract of Adherence”**)is made and entered into by and between:

1. **Mobile Interim Company No.2 S.A.L.,** a company incorporated at the Beirut Trade Register under number /1000382/, and registered at the Lebanese Ministry of Finance under the number /291711/, electing domicile at Beirut Central Building, Block B, Fouad Chehab Avenue, Bashoura Region, Beirut, Lebanon.

(Hereinafter referred to as “**MIC2**”).

1. **Committee of Owners of Block A of premise 1526-Bashoura**, electing domicile at Beirut Central Building, Block A, Fouad Chehab Avenue, Bashoura Region, Beirut, Lebanon represented in this Contract of Adherence by SEG.

(Hereinafter referred to as “**Committee of Block A**”).

Both MIC2 and Committee of Block A are collectively referred to as “Buyer” or “First Party”

**AND**

**.............**, a company incorporated at the ............ Trade Register under number /................./, and registered at the Lebanese Ministry of Finance under the number /............../, electing domicile at ..........................., represented in this Contract of Adherence by its ..............................

(Hereinafter referred to as the “**Supplier**” or “**Second Party**”)

Each of the two parties is hereinafter referred to as a ‘**’Party**”’ and collectively as the "**Parties**".

**Preamble:**

Whereas, MIC2 is operating the second mobile network for the account and for the benefit of the Republic of Lebanon; and,

Whereas, MIC2 is the owner of all the sections in Block B in premises 1526-Bashoura which constitutes 63 % of the shares in the common areas (1 and 3) of the premises 1526-Bashoura as per the Property Management statutes.

Whereas, Committee of Block A represents all the sections in Block A in premises 1526-Bashoura which constitutes 37% of the shares in the common areas (1 and 3) of the premises 1526-Bashoura as per the Property Management statutes (attached as Annex 4)

Whereas, Buyer (MIC2 and Committee of Block A) is in need to procure Facility Management and Maintenance services for the common areas (1 and 3) in the premises 1526-Bashoura as per the Property Management statutes (Hereinafter referred to as the **“Services”**) as per the technical requirements listed in the attached Annex (1) hereto;

To this effect Buyer has announced for a Request for Proposal to select the best supplier to provide the Services, whereas at the outcome of the abovementioned Request for Proposal, Supplier ............................was selected to provide Buyer by the Services as detailed in the Technical requirement (Annex 1) and as per the fees mentioned within the submitted Proposal annexed hereto as Annex (2);

Buyer and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide the Services to MIC2;

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

**1. The Entire Contract of Adherence**

The Preamble above, any Annex annexed hereto and any Purchase Order issued under this Contract of Adherence shall form an integral part of this Contract of Adherence.

**2. Scope of the Contract of Adherence**

Supplier undertakes to provide Buyer with the Services listed in the Annex (1) annexed hereto and in the relevant Purchase Order(s) placed by Buyer according to the terms and conditions of this Contract of Adherence.

**3. Order of Services**

**3.1.** MIC2 and Committee of Block A shall issue a written Purchase Order(s) to the Supplier for the Services required each representing its own shares in the premises (63% for MIC2 and 37% for Committee of Block A) (Hereinafter referred to as the **“Purchase Order(s)”**).

**3.2.** The Purchase Order(s) issued by MIC2 and Committee of Block A under this Contract of Adherence shall only be legally and financially effective in favor of Supplier in light of Supplier’s good intentions and full commitment to its contractual obligations and the proper fulfillment of such obligations.

**4. Delivery of Services**

**4.1.** Supplier undertakes to deliver the Services listed in the Annex (1) annexed hereto as ordered by Buyer in the relevant Purchase Order(s) issued under this Contract of Adherence.

 The term “delivery” shall mean the satisfactory implementation of Services.

**4.2.** Supplier undertakes and warrants that the Services delivered under this Contract of Adherence are:

* Conforming to all Buyer’s required specifications as defined in the submitted Proposal(s) annexed hereto as Annex (2)

**4.3.** A penalty amounting to 0.5% of the Monthly fixed fees shall be applied on Supplier to the benefit of Buyer **(63% of the amount of the penalty shall be to the favor of MIC2 and 37% of the penalty to the Favor of Committee of Block A)** for each five (5) calendar days of delay in the delivery of the Services and shall have a maximum cap of 10 % of the said monthly fixed fees.

The said penalty amount may be automatically deducted by Buyer from the amount due to Supplier without the need for any legal claim or action.

**5. Warranty and Indemnity**

**5.1.** Supplier warrants at its own cost and liability that the Services provided under this Contract of Adherence are conforming to the specifications detailed in the technical specifications annexed hereto as Annex (1).

**5.2.** Supplier shall fully indemnify Buyer, together with its officers, agents and employees, against any claim with respect to damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 or Committee of Block A **(63% of the indemnity shall be to the favor of MIC2 and 37% to the favor of Committee of Block A)** arising directly out of the negligent acts or omissions of Supplier, its agents, or employees during the performance of any work hereunder.

**5.3.** Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the provision of Services shall be individually and jointly responsible for the terms and conditions of this Contract of Adherence.

**5.4.** Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work hazards and emergencies, and any other rights and obligations that might arise during or in the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of the supply of Services process as well as damages caused by the Supplier’s work on site.

**5.5.** Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against Buyer resulting from the works done under this Contract of Adherence.

1. **Liability, Indemnity and Infringement**
	1. Supplier will be held liable and shall indemnify Buyer:
* For death or personal injury resulting from the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel, employees or agents or contracting parties. Supplier undertakes to settle all damages to any party whatsoever resulting therefrom without any restriction.
* For any physical damage to the tangible property of Buyer to the extent it is caused by the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel.
* For any damage and/or loss of revenue or traffic caused to MIC2 or MIC2’s existing network, for which MIC2 may be liable to the Republic of Lebanon or to any third party, whether such damage and/or loss arises out of any omission, neglect or default of Supplier during or in connection with the supplied Services.
* Against any claim, demand, proceeding, damage, cost, charge or expense whatsoever in respect thereof or in relation thereto.
1. **Fees, Invoicing and Payment**

**7.1. Fees**

* + 1. The fees for the Services provided under this Contract of Adherence shall be determined by Buyer in each of the relevant invoice issued under this Contract of Adherence and must comply with the fees for the Services as listed in the submitted Proposal annexed hereto as Annex (2).
		2. Supplier undertakes to adhere to the fees for the Services as listed in the submitted Proposal(s) annexed hereto as Annex (2) all through the term of this Contract of Adherence, and must not amend for any reason whatsoever all through the term of this Contract of Adherence unless by reduction where possible.
		3. The fees for the Services as defined in Clause (7.1.1.) herein above shall constitute all the financial entitlements of Supplier from MIC2 for the Services under this Contract of Adherence, and shall include all expenses that may be incurred by Supplier in this regards.

* 1. **Invoicing and Payment Terms**

**Invoicing**

**Supplier shall submit two monthly invoices, at the end of each month, that include the Service fees (Soft and Hard services) (one invoice represents 63% of the Services fees to MIC2 and the other invoice represents 37% of the Services fees to the Committee of Block A)**

**Payments**

**Payments shall be made within sixty (60) days after technical acceptance and signature of related invoice by MIC2.**

**Payments shall be paid in LBP currency at the market rate on the date of payment via wire transfer to the Winner of the Bid’s bank account…… as per the following details (IBAN details):**

**7.3. Performance Bond**

Within fifteen (15) days of signing this Contract, **Supplier shall provide MIC2 and Committee of Block A**, each, with a Performance Bonds in an total amount equal to ten percent (10%) including VAT (if applicable) **of the estimated value of the yearly fees of the Services** **(MIC2 PB represents 63% and the committee of Block A PB represents 37%** **of the Total amount)** in Fresh USD issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks or foreign bank, that have received a credit rating of at least a “prime” investment grade (BBB or above), to guarantee the implementation by Supplier of its obligations under this Contract, particularly the implementation of the relevant POs in good faith and in conformance with the set-out KPIs as well as the highest standards of the technical and commercial state of art within the deadlines specified by Buyer. The performance bond shall remain valid and effective from the date of issuance through the term of the contract. The text of the said Performance Bond is attached to this Contract as Annex (3).

1. **Tax, Duties and Levies**

Either party shall be liable for the taxes, duties, levies and other fiscal charges imposed on it by the Laws and regulations in Lebanon including the stamp duty amounting to four per mil.

Supplier shall be liable for all applicable taxes and duties levied outside the Lebanese Territories in relation to this Contract of Adherence if applicable.

Supplier shall be liable as well for the non-resident tax imposed by the Lebanese fiscal authorities on foreign companies doing business in Lebanon, therefore the amount corresponding to the Non-Resident Tax prescribed by the fiscal laws in Lebanon as well as the stamp duty will be deducted from the amount due to be paid by MIC2 to Supplier under this Contract of Adherence.

**9. Term and Termination**

**9.1.** **This Contract of Adherence shall be effective as of the date of its signature herein below (the “Effective Date”) and shall remain valid for Four (4) thereafter.**

**9.2.** MIC2 shall have the right to terminate immediately this Contract of Adherence and/or any Purchase Order issued under it and to claim for damages whenever the Supplier commits a breach to any of the provisions of this Contract and remains so for 15 days thereafter after being notified by such breach.

The said damages shall be determined under the terms of the last section of Article (33) of the Public Procurement Law Number 244/2021 dated 19/07/2021

9.2 This Contract of Adherence and/or any Purchase Order issued under it shall be terminated without any liability whatsoever on MIC2 under the provisions of Article (33) of the Public Procurement Law Number 244/2021 dated 19/07/2021, having Article (40) of the said Law to apply herein as well.

Supplier hereby announces and declares its total awareness of the terms and conditions of the said Articles.

**9.3.** If at the time of expiry or early termination of this Contract of Adherence the Services ordered by MIC2 as per a given Purchase Order have not been supplied, then this Contract of Adherence shall be deemed extended until the full supply of such Services, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for such delayed supply if the delay is due to Supplier’s default.

**10. Relationship of the Parties**

**10.1.** The relationship of the Parties established by this Contract of Adherence shall be solely that of independent contractors. Nothing contained in this Contract of Adherence shall be construed to make one party the agent for the other or partner of the other for any purpose.

Neither Party shall by virtue of this Contract of Adherence have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

**10.2.** This Contract of Adherence shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2’s relationship with Supplier. Any Party who has not signed this Contract of Adherence is not a party thereto.

**11. Confidentiality**

**11.1.** Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information/documents/correspondence received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Contract of Adherence and shall not in any time disclose such information/documents/correspondence to any third party or make use of any such information/documents/correspondence for any purpose other than as required to execute the object of this Contract of Adherence.

Supplier is aware that MIC2 is entitled to disclose any information/documents/correspondence relating to this Contract of Adherence to the Republic of Lebanon represented by the Ministry of Telecommunications without obtaining Supplier’s approval.

**11.2.** The confidentiality provisions contained in this Article (11) shall survive the termination or expiration of this Contract of Adherence.

**12. Assignment**

Supplier shall not assign this Contract of Adherence, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2.

However MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this Contract of Adherence to the Republic of Lebanon or any of its designees, having given Supplier prior written notice of such assignment but without having to obtain its consent prior to such assignment.

For the avoidance of doubt, Supplier irrevocably agrees to grant MIC2 the right to assign and/or transfer and further undertakes not to challenge or oppose any such transfer or assignment provided that the Assignee shall be responsible to Supplier for any of the obligations, liabilities, debts or charges of any kind relating to this Contract of Adherence and in existence as at the date of any such assignment.

The Assignee of the present Contract of Adherence shall also have the right of assignment provided for under this Article (13).

**13. Applicable Law and Dispute Resolution**

**13.1** Both Parties agree that the Lebanese Laws and regulations shall apply to any litigation arising out of the application or interpretation of this Contract of Adherence.

**13.2** Disputes arising in connection with this Contract of Adherence shall be settled by the competent courts of Law in Beirut.

**14. Force Majeure**

**14.1** Neither Party is liable for delay or failure to perform any of its obligations under this Contract of Adherence insofar as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event.

In case force majeure event exceeded one (1) month period, whether continuously or intermittently, either Party has the right to immediately terminate this Contract of Adherence by means of written notice without bearing any liability whatsoever. In such case, MIC2 shall pay to Supplier the part of the terminated Purchase Order which have been fully delivered and accepted by MIC2.

**14.2** For the purposes of this Contract of Adherence, a force majeure event means any event, which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, always as defined by the Lebanese Laws and Regulations.

**15. Waiver**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this Contract of Adherence be construed as a continuing waiver of other breaches of the same or other provisions of this Contract of Adherence.

**16. Notices**

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any **written** notification made to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

**IN WITNESS WHEREOF,** the Parties have caused this Contract of Adherence to be executed in Beirut with effect as of ………………………………………………………. by their respective authorized representatives in **three** originals copies each Party keeping one original.

|  |  |
| --- | --- |
| **For and on behalf of****Mobile Interim Company No. 2 S.A.L.****Salem Itani****Chairman General Manager** **Signature:****Nibal Matta Salameh** **Chief Financial Officer****Signature:****For and on behalf of****Committee of Owners of Block A of premise 1526-Bashoura**  | **For and on behalf of****Supplier** |

**Name:**

**Signature:**

**ANNEX (1)**

**Facility Management & Maintenance Services**

**Beirut Central /1526/ Bachoura**

**Technical Requirement**

Beirut Central buildings (Blocks A & B) has a need to maintain and operate the facilities in Beirut through a competent and qualified team that will aim to ensure the delivery of an utmost and high quality service taking into consideration the importance of the image that all stakeholders need to deliver to their clients/tenant and visitors.

The Facilities that will be under Facility Management Services (as per the official allotment lot drawings خرائط الإفراز - & Property Management statutes – نظام الملكية), consist of:

* Blocks A & B roof tops & Shafts
* A green area between the Blocks and surrounding perimeter
* Main parking entrance in Block B, Level “-1” & parking ramps only.

The Total Facilities Management requires a specialized team on a technical and managerial level in order to be able to deliver a prompt and high quality of all hard and soft operation services.

The general scope of work will be as below:

1. General Facility Management including computerized Aided Facilities Management Software implementation and license.
2. FM Services
	1. 24/7/365 Helpdesk and Call Center
3. Technical Maintenance service
	1. Assets and work processes organization and management
	2. Planned and reactive Maintenance and Management of all Mechanical and Electrical Systems (monthly interventions to site)
	3. Call outs maintenance (unlimited during working hours)
	4. MEP systems’ operation (HVAC, Electrical Panel boards, Switchgears …etc.)
	5. Life safety and low current systems maintenance (fire alarm, firefighting systems, CCTV, BMS, Fiber optic …etc.)
	6. Generators and standby electricity equipment
	7. Doors, rolling shutters, parking gates …etc.
	8. Light civil works (touch up painting, wood works drawers, locks …etc.
4. Soft Services
	1. Security services
	2. Cleaning services
	3. Landscaping Maintenance
	4. Pest Control
	5. Façade Cleaning
5. Management of all Hard and Soft services’ subcontractors
	1. Specialized MEP systems
	2. Soft services
6. Health, Safety and Environment
	1. HSE Manual adapted and implemented
7. Property Management
	1. Preparation of the yearly provisional budget for the facility
	2. Preparation and running the General Assemblies (one per year) attended by the lawyer and the Supervisor with the tenants and committee
	3. Quotations and procurement
	4. Collection and maintaining Owners payments
	5. Safeguarding the interest of owners legally
8. Accounting
	1. Accounting for invoices, receipts …etc. reporting and statements to the owners
	2. Maintaining full books of accounts of all receipts and expenditures of the premises, and present a yearly statement to all owners at the end of the term
	3. Maintaining and making Bank reconciliation
	4. Submitting quarterly statement of accounts, collected money, real expenses versus budget comparative
9. Legal
	1. Safeguarding the interest of the owner and all tenants
	2. Legalization of all Minutes of Meetings related to general assemblies
	3. Attending general assembly
	4. Sending all formal letters and notices where necessary
10. Supervision
	1. Daily visit to site from Monday to Friday for up to 2 hours per day
	2. Attending calls during and after working hours
	3. Banks formalities and organization of purchases related to the building
	4. Prepare check list of the building
	5. Supervise and manage all the employees works
	6. Prepare receipts and collection from the owners

The Maintenance Services required, under this contract, will be divided into 4 Key types:

* Planned Preventive Maintenance (PPM):

The FM Supplier will manage a preventive maintenance program for all common areas and equipment based on the standard maintenance specifications which will be SFG20 (Standard Maintenance Specification for Building Engineering Services), the manufacturer’s recommendation and the asset register.

The FM Supplier will point out all the maintenance works to be carried out on a monthly, quarterly, bi-annually or yearly basis, with the tasks to be done.

The Preventive Maintenance plan will be performed either by the in-house team or by subcontractors.

* Reactive Maintenance – Responding to requests:

The reactive Maintenance will be operated by through a 24/7/365 Helpdesk created to respond to all the clients and users’ inquiries, requesting for service by telephone or by compiling a form, for a localized loss of electrical power, failure of HVAC systems, failure of water heathers…etc.

* Emergency Maintenance and Support:

FM Company will provide a separate telephone number for the Emergency Maintenance cases only (related to life safety, high emergencies like fire, flood, major power outage…etc.)

A team will be mobilized to respond to these types of emergencies within the agreed response time.

* Additional Projects:

Those are special projects requests by the client and require quotations and even tendering before selection and execution. We will be handling the projects from initiation till execution and handing over, based on a cost plus fees per project.

The technical systems that will be under maintenance are the following:

* Electrical Systems and distribution boards including lighting
* Mechanical systems
* Water tanks including water treatment
* Air Conditioning, Chillers, AHUs, FCUs and other buildings including the ducts, dampers, valves…etc.
* Plumbing works
* Light Civil Works
* Security and monitoring Systems (CCTV, BMS)
* Fire Alarm Systems, Central Battery and Public Address systems
* Firefighting and Fire Suppression Systems (Sprinklers systems, FM200 or Foam)
* Generator Maintenance
* Irrigation System
* Drainage and sewage system network
* Automatic doors, Parking Gates, Roller Shutters.

Specialized Maintenance Services

Specialized systems’ maintenance will be subcontracted to the main installers or similar companies which are included in this scope and the commercial proposal.

The major scope of the Soft Services is detailed below:

Security:

Our subcontractor will provide 24/7 trained Security guards across all areas of the Site. The staff will be capable of providing first aid, first response firefighting and emergency handling.

Duties undertaken by Security Staff will include but not be limited to:

* Manning all entry and Exit Points and CCTV rooms
* Patrolling all Common Areas and service areas as per schedule
* Prohibiting Access to Unauthorized persons
* Investigating and Reporting any disturbance or incident or accident occurring on the site
* Working with the Client and Client Representatives to conduct preventative Fire inspections and undertake Fire Drills by all tenants
* Contacting Emergency Services and assist in emergencies as required
* Managing the movement of parking of all vehicles entering and moving around the site
* Establishing and maintaining a relationship with the Police and Civil Defense.

All the staff will comply with the following as a minimum, as requested:

* All staff will wear uniforms and tags at all times
* Hair should be neat and tidy
* Staff will not be permitted to leave their designated point of duty
* Staff will be polite, courteous and helpful and the key personnel will be competent in English and/or Arabic
* Staff will maintain a high standard of cleanliness and general presentation of all their work areas which will include basic cleaning. Eating and drinking during shift will be done inside their designated area by the owners

Cleaning:

Cleaning scope is requested to be as follow:

* All external areas including roadways, pavements and common areas across the site excluding the private areas
* The 3 Blockks stairs
* All external areas
* The parking areas

The routine cleaning services will include the following:

* Cleaning, dusting and mopping of all floor areas
* Scheduled cleaning of walls, doors and windows
* Scheduled cleaning of all pipes, fire extinguishers and cabinets
* The picking up and removal of all litter and waste. The placing of the same in collection bins for final removal from site
* Ensuring all collection bins are emptied on a daily basis
* Within Bathrooms ensure a thorough cleaning and sanitization of all surfaces, toilets and drains, sinks and taps
* General cleanliness and appearance of premises through ad-hoc and scheduled deep cleaning

Our subcontractor will provide a periodic routine for additional services on a weekly/monthly/quarterly basis. Such services include but are not limited to the following:

* Cleaning of accessible light fittings including the removal and washing of covers
* The cleaning of Facilities Management Service Areas to include electrical and mechanical equipment
* Thorough cleaning of all external areas include the removal of dirt debris from paving, hard landscaping and fencing
* Cleaning of external signage and offices
* Cleaning of the common areas including Toilets, stairs, parking
* Cleaning of all the Blockks roof tops

Janitorial Services:

Service provider must ensure a janitor attending the site 24/7 being actively working during business hours (Day Shift)

Pest Control:

Service provider must perform a quarterly treatment to all common areas to ensure no pest are left behind

A deep pest treatment must be performed upon handing over of the facilities to the service provider

**ANNEX (2)**

**offer**

**Annex 3**

**Performance Bond**

To: Mobile Interim Company No. 2 S.A.L

Att: ……………………….

Fouad Chehab Avenue, touch building (Beirut central), Bashoura, Beirut – Lebanon-03-792000.

 (Hereinafter referred to as “MIC2”)

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

(Hereinafter referred to as “the Bank”)

**Subject: Performance Bond**

Re: MIC2 …………………………….. Contract

This Performance Bond is made on \_\_\_\_\_\_\_\_ (day) of \_\_\_\_\_\_\_\_\_\_\_ (month) 201..…. by the Bank in favor of MIC2.

Preamble

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“the Supplier”) was selected by MIC2 on \_\_\_\_/\_\_\_\_/\_\_\_\_ to perform the …………………….. Project (hereinafter referred to as “the Project”) pursuant to the Tender Process and in accordance with the RFP Terms and Conditions.

Pursuant to the RFP Terms and Conditions and in accordance with the Contract of Adherence entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_by and between MIC2 and the Supplier (hereinafter referred to as “Contract”), it is an obligation of the Supplier to submit within fifteen (15) working days following the issuance date of the relevant Purchase order and to maintain in full force and effect, a Performance Bond up to the amount representing ten per cent (10%) in Fresh Currency of ………………….. (hereinafter referred as “the Guarantee”) issued and signed by a Local Qualified Bank authorized by the Central Bank of Lebanon in order to ensure the satisfactory, timely and faithful performance of the Supplier’s obligations under the Contract.

1. **Guarantee.**

The Bank hereby irrevocably, unconditionally, jointly and severally with the Supplier ensures and guarantees the payment of any amount due by the Supplier to MIC2 up to the aggregate net amount of USD /-----------------/ (US Dollars…………………Only), , in accordance with the provisions of Article (7.3) of the Contract, immediately upon first written demand by MIC2, and in any case, without any notice, reference or further enquiry from the Supplier or any other party and without requiring or obtaining any evidence or proof (other than the first written demand) that MIC2 is entitled to any such payment of the respective Supplier’s guaranteed obligations.

**Any amount paid by the Bank under this Guarantee will automatically reduce its amount for the same.**

1. **Supplier’s Guaranteed Obligations**.

By the present Guarantee, the Bank hereby irrevocably and unconditionally guarantees the timely, faithful and satisfactory performance by the Supplier of all its obligations under the Contract all in conformance with the set out timelines, Key Performance Indicators and Service Levels.

1. **The Continuity of the Guarantee.**

This Guarantee shall continue to be effective and in force, or be revived and reinstated, as the case may be after its expiration,(i) if the Supplier’s obligations under the Contract are not satisfactorily completed and to the extent of cost of said obligations or (ii) if at any time, any payment of all or part of the Guaranteed Obligations is rescinded, or must otherwise be returned to MIC2 for any reason all as though such payment has never been made.

The liability of the Bank hereunder shall not be diminished or impaired by any illegality, invalidity, unenforceability of the guaranteed Obligations against the Supplier, or by the extension or renewal of any amount payable in respect of the Guaranteed Obligations; or by any demand made to the Bank by MIC2 and or by any payment made by the Bank to MIC2, any other circumstance which might otherwise constitute a defense available to or a discharge of the Supplier in respect of the Guaranteed Obligations or the Bank in respect of this Guarantee.

1. **Release.**

Upon the irrevocable payment in full of the Guaranteed Obligations, MIC2 shall release the Bank by a written instrument signed by the authorized signatory of MIC2. Notwithstanding the prior receipt by the Bank of a written instrument from MIC2 discharging or releasing the Bank, this Guarantee shall continue to be effective against the Bank until the last day of the last Project implementation period as defined in the Contract, and the right of MIC2 to make a written demand at any time during this period shall not be impaired thereby.

1. **Waiver of Defenses.**

The Bank hereby acknowledges that it does not have any right of discussion or divisibility under Lebanese law in respect of the Guaranteed Obligations.

The Bank hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law:

any and all notices which may be required by statute, rule of law or otherwise, to preserve intact any rights of MIC2 against the Supplier including without limitation, any demand, presentment, protest or notice of acceptance, notice of any liability to which this guarantee may apply; and

promptness, diligence and any right to the enforcement, assertion or exercise by MIC2 of any right, power, privilege or remedy; and

any requirement that MIC2 or any other person exhaust any right, power, privilege or remedy, or mitigate any damages resulting from default, in respect of the Guaranteed Obligations; and

the litigation, administration, dissolution, lack of capacity or authority or, any change in the name or constitution of the Supplier or the Bank.

1. **Assignment.**

It is acknowledged and agreed by the Bank that MIC2 may at any time transfer rights under this Guarantee to the Republic of Lebanon or any of its designee. Accordingly, the Bank agrees that the benefit of this Guarantee may be assigned (in whole or in part) by MIC2 without the consent of the Bank or of the Supplier to, and may be enforced by, any third party to whom the benefit of the Guarantee is assigned (in whole or in part) as if such third party were MIC2 under this Guarantee. MIC2 shall then give notice of the assignment to the Bank.

However, the Bank shall not, nor shall it purport to, assign, transfer, charge or otherwise deal with all or any of its rights under this Guarantee nor grant, declare, create, or dispose of any right or interest in it, without the prior written consent of MIC2.

1. **Notices.**

All notices, demands, or communications given or sent to MIC2 or the Bank in connection with this Guarantee shall be given in writing addressed to the recipient at the address specified at the top of this Guarantee or at such other address as may be notified by a party to the other, from time to time, for that purpose.

1. **Governing Law.**

This Guarantee is governed by, and shall be construed in accordance with the Lebanese law.

All disputes arising out, of, or in connection with the present Contract shall be submitted to the Beirut courts and settled under the Lebanese Laws.

1. **Expiration.**

This Guarantee expires on……………………, and can be renewed at the contractor’s sole expense for a period of ……………….. at the unilateral request of MIC 2; this request will not require approval of Supplier and it will be executed unconditionally. Any claim from MIC2, if any, must be delivered to and duly received by the Bank on or before the expiry date of this Guarantee, after which date this Guarantee will automatically become null and void and no claim whatsoever shall be entertained by the Bank thereafter irrespective of the return or non-return of the original Guarantee instrument to the Bank.

IN witness of which this Guarantee has been signed on behalf of the Bank on the date which appears on the first page.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 4**

**نظام إدارة البناء**