

6170

12 DEC 2024

## جائب هيئة الشراء العام المحترمة

**الموضوع:** تبلغ تنفيذ عقد إتفاق رضائي.**المرجع:** العرض المقدم من شركة رئيس ليفتس ش.م.ل لفك وفحص وتعريب المصاعد الكهربائية عدد 5/ خمسة ماركة Schneider في مباني المنطقة الحرة في مرفاً بيروت

بالإشارة الى الموضوع والمرجع أعلاه،

وإسناداً للمادة 62 من قانون الشراء العام، والتي تجيز للجهة الشارية بالشراء من مصدر واحد وفقاً للمادة 46 من هذا القانون.

تعلمكم إدارة واستثمار مرفاً بيروت بموجب هذا الكتاب أنها بصدق إبرام عقد اتفاق بالتراضي وذلك وفقاً للعرض المقدم مع شركة رئيس ليفتس ش.م.ل وكونها الوكيل الحصري لماركة Schneider في لبنان،

كما أن مدة العقد قد شارت على الإنتهاء بعد أن تم تمديد صلاحيته لغاية 10/12/2024.

**المرفقات:**

- نسخة عن الوكالة الحصرية بين شركة رئيس ليفتس وشنايدر.
- إشعار بإجراء إتفاق رضائي.

بيروت في، 12/12/2024

الرئيس المدير العام بالتكليف

عمر عبد الكريم عيتاني

## إشعار

### بإجراء اتفاق رضائي

رقم التسجيل
إدارة واستثمار مرفأ بيروت.
عنوان الجهة الشارية
لبنان - بيروت - مرفأ بيروت - منطقة الكرنتينا - (مدخل المرفأ مقابل البوابة رقم 14 - المبني الإداري/ بلوك C).
اسم المورد/المقاول
شركة ريس تويس ليفتس ش.م.ل
قيمة العقد والعملة
\$71,944.41/ (فقط واحد وسبعون ألفاً وتسعمائة وأربعة وأربعون دولار أمريكي وواحد وأربعون بالمائة من الدولار الأميركي لا غير)، يضاف إليها الضريبة على القيمة المضافة 11%.
إن إجراء الإنفاق الرضائي هذا يستند إلى أحكام الفقرة (1) من المادة 46 من قانون الشراء العام، وإن توفر شروط التعاقد بالتراضي هو على مسؤولية الجهة الشارية دون سواها.
ملخص لأهم الأحكام والشروط المطلوبة في عقد الشراء: أ- إعادة تأهيل المصاعد الكهربائية مع قطع غيار ماركة SCHNEIDER عدد 5/ خمسة المتضررة من جراء إنفجار المرفأ في 4 آب وذلك كونه الوكيل الحصري لهذه الماركة.

تعتزم إدارة واستثمار مرفأ بيروت إجراء اتفاق رضائي مع شركة ريس تويس ليفتس ش.م.ل وذلك بغية إعادة تأهيل المصاعد الكهربائية مع قطع غيار ماركة SCHNEIDER عدد 5/ خمسة المتضررة من جراء إنفجار المرفأ في 4 آب وذلك كونه الوكيل الحصري بهذا الخصوص.

2024/ / بيروت في،

الرئيس المدير العام بالتكليف

عمر عبد الكريم عيتاني

PRELIMINARY DISTRIBUTORSHIP-AGREEMENT

## Between

## SCHNEIDER INTERNATIONAL (Offshore)

Representing SCHNEIDER LIFTS & COMPONENTS in Middle East & Africa  
Hirschstrasse 16  
69190 Walldorf

## GERMANY

Further called “Company”

And

RAYES THEWES LIFT SAL  
Simon Massad Bldg.  
Bon Jus Street  
P.O.Box 90085  
Fanar - LEBANON

Further called "Agent"

### Par.1 Subject of the agreement

- 1.1 By this agreement SCHNEIDER INTERNATIONAL assigns to RAYES THEWES LIFT the non-exclusivity sales rights of the products under the SCHNEIDER LIFTS & COMPONENTS trademark in the territory of Lebanon within the limits of the production. SCHNEIDER INTERNATIONAL reserves the right to consider each order and either accept it or wave it.
- 1.2 The products covered by the non - exclusivity are the products under the SCHNEIDER LIFTS & COMPONENTS trademark mentioned in ANNEX 1. New developments and/or technical improvements of products under the SCHNEIDER LIFTS & COMPONENTS trademark will also become part of this agreement.
- 1.3 Products submitted and/or registered after the date of this agreement will automatically become part of this agreement.
- 1.4 SCHNEIDER INTERNATIONAL has the right to make changes to the products, but must currently inform RAYES THEWES LIFT.

RAYES THE WES  
LEFTS S.A.L

1.5

Par.2

Exclusivity

2.1 RAYES THEWES LIFT will not directly or indirectly (i.e. by means of a subsidiary or other equity partner) introduce, manufacture and sell in Lebanon other brands similar to the products listed in Annex 1. RAYES THEWES LIFT is granted the right to continue purchasing and selling products from their current suppliers provided they remain a low quality and low price product. The above mentioned companies should not supply products of similar quality and specifications as the first party is providing. Also the second party should not deal with another supplier of elevators.

Par.3

Prices

3.1 SCHNEIDER INTERNATIONAL has the right to change prices in function of raw materials or currency exchange.  
RAYES THEWES LIFT however has to be advised at least one month before the new prices become effective.

Par.4

Sales-and delivery terms

4.1 Payment is to be understood by L/C at sight, irrevocable and confirmed by a first-class European bank or in advance.

4.2 Payment shall be made promptly according to the above terms. In any case, delayed payment will be deemed a breach of agreement.

4.3 Minimum sales: SCHNEIDER INTERNATIONAL and RAYES THEWES LIFT will negotiate and mutually agree upon reasonable annual minimum sales objectives for the products in the territory, including the dates of delivery. The parties prior to the start of each calendar year will agree such sales objectives in writing. If the parties are unable to agree on reasonable minimum sales objectives for any particular year, the minimum sales objectives shall be equal to 80% of the sales made by RAYES THEWES LIFT in the year immediately preceding such year.  
The minimum sales objectives for the first year beginning on the first of September 2021 is set forth in annex 1. The failure of RAYES THEWES LIFT to make the minimum sales in any particular year or two consecutive failures to reach an agreement upon the minimum sales objectives, will entitle SCHNEIDER INTERNATIONAL to appoint a second distributor for the products in the territory, on not less than 90 days prior written notice to RAYES THEWES LIFT to be given not later than 30 days after the expiry of the year, in which the distributor will then be entitled to terminate this agreement on not less than 60 days prior written notice to RAYES THEWES LIFT to be given not later than 30 days after the notice of SCHNEIDER INTERNATIONAL.

RAYES THEWES  
LIFTS S.A.L

SCHNEIDER  
INTERNATIONAL

Par.5      Duties of Agent

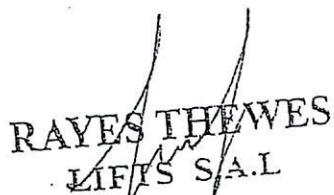
- 5.1 During the period of the contract RAYES THEWES LIFT will introduce and sell products in **Lebanon** on his own expenses.
- 5.2 During the period of the contract RAYES THEWES LIFT will not take any action, which could in any way harm the sales of the products.
- 5.3 During the period of the contract RAYES THEWES LIFT will as much as possible stimulate the interest of customers in the **Lebanon** products.
- 5.4 During the period of the contract, RAYES THEWES LIFT will supply all necessary information, which are at its disposal to customers.
- 5.5 Within thirty (30) days after the end of each calendar quarter, RAYES THEWES LIFT shall report to **SCHNEIDER INTERNATIONAL**
  - (1) The sales quantities of the products in the quarter
  - (2) Its purchasing forecast for the next (6) months
  - (3) A general market situation
- 5.6 RAYES THEWES LIFT is bound over the secrecy about all commercial and organization matters, which they might know about **SCHNEIDER INTERNATIONAL** This secrecy is completely to be maintained after the expiration of the contract.

Par.6      Duties of the company

- 6.1 SCHNEIDER INTERNATIONAL will give all possible assistance to RAYES THEWES LIFT during the validity of the contract.
- 6.2 SCHNEIDER INTERNATIONAL will provide RAYES THEWES LIFT with all necessary information about his products, and give full technical assistance.
- 6.3 SCHNEIDER INTERNATIONAL will keep secret all information about RAYES THEWES LIFT as to the commercial organization, and internal-technical matters.  
This remains also valid after expiration of the contract.

Par.7      Guarantee

SCHNEIDER INTERNATIONAL guarantees the conformity of all products as mentioned in the registration files to be according to EN81-98 and per analysis mentioned on the labels and for the period of stability mentioned on the labels.

  
RAYES THEWES  
LIFT S.A.L.

  
SCHNEIDER  
INTERNATIONAL

SCHNEIDER INTERNATIONAL shall not, however, have any responsibility for the quality or performance of commodities repacked or formulated from the products by RAYES THEWES LIFT or any third party. RAYES THEWES LIFT shall indemnify and hold harmless SCHNEIDER INTERNATIONAL from and against any claim, demand, action and proceedings by any and all third parties arising out of or in relation with the use or sale of such commodities.

Par.8      Claims

- 8.1 Claims for defect shall be made in writing fifteen (15) days after the customs clearance of the products in **Lebanon**.
- 8.2 RAYES THEWES LIFT shall hold SCHNEIDER INTERNATIONAL free and harmless from all civil and penal claims, losses, costs and damages arising from any of the activities of RAYES THEWES LIFT.

Par.9      Independent contractor

- 9.1 RAYES & THEWES shall in no way be or represent itself to be the legal agent, partner or employee of SCHNEIDER INTERNATIONAL for any purpose whatsoever and shall have no right or authority to make or undertake any promise, warranty or representation to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of RAYES THEWES LIFT. All contracts, expenses and liabilities or all deed, conducts and activities in connection with the distribution and sale of products by RAYES THEWES LIFT shall be made, paid and undertaken exclusively at its sole responsibility and at its own risk and account as an independent contractor.
- 9.2 SCHNEIDER INTERNATIONAL shall not be bound by, or liable to, any third party for any act or for any obligation or debt incurred by Lebanon.

Par.10      Transfer of the present agreement

- 10.1 Without written permission from SCHNEIDER INTERNATIONAL, RAYES THEWES LIFT is not allowed to transfer the agreement wholly or partially.
- 10.2 Neither party may assign to any third party this contract or any right or obligation arising there from without prior written consent of the other. Any merger, consolidation or recapitalization or transfer to a wholly subsidiary shall be deemed as assignment.
- 10.3 If either party changes in the control or ownership which is unacceptable to the other, or is adjudicated bankrupt or insolvent, or should the proceedings for voluntary bankruptcy be instituted on behalf of either party or as trustee or

*[Handwritten signature]*  
RAYES THEWES  
LIFT S.A.L.

*[Handwritten signature]*  
SCHNEIDER  
INTERNATIONAL

receiver of either party's property be appointed, then the other party may, at his discretion, terminate this contract by so notifying the party in writing.

**Par.11**

**Prolongation, termination of agreement**

- 11.1 The agreement is initially made out for a period of seven years, as from the 01.01.2021
- 11.2 In absence of cancellation as described under Par.10.3, the agreement will be automatically prolonged with one year.
- 11.3 Each party has the right to cancel the agreement by registered letter, at least three (3) months before the end of the period.
- 11.4 Orders given, accepted and booked before the termination of the contract will be executed.
- 11.5 Cancellation of the contract does not affect financial obligations of one or both parties.
- 11.6 **SCHNEIDER INTERNATIONAL** has the right to inspect without prior notice any of its product installed in **Lebanon** by **RAYES THEWES LIFT**. In case it is found that the installation, make run, repairs, maintenance and representation is not according to **SCHNEIDER INTERNATIONAL** standard, this agency contract is void and **SCHNEIDER INTERNATIONAL** reserves its right to claim indemnities for its tarnished name.
- 11.7 In case of cancellation of the contract by **RAYES THEWES LIFT**, **SCHNEIDER INTERNATIONAL** has the right to continue its business and to appoint a new distributor in **Lebanon** without any delay.

**Par.12**

**Registration**

- 12.1 For products for which registration is required, both parties will decide together about the opportunity to register. The cost of registration will be supported by **RAYES THEWES LIFT**, who will remain the owner of the registration. The way and amount of support has to be agreed in a separate document.
- 12.2 **RAYES THEWES LIFT** complies with the formalities of registration, whilst **SCHNEIDER INTERNATIONAL** will supply the technical files, samples and so on.
- 12.3 Registration files will be supplied, under strict secrecy agreement, by **RAYES THEWES LIFT**.

**RAYES THEWES  
LIFT S.A.L**

**SCHNEIDER  
International**

Par.13      Force majeure

13.1 Superior forces are taken into account.

Par.14      Hardship and adaptation of this agreement

14.1 Parties are aware of the fact that this contract is fair and equitable as of the date on which it was entered into.

14.2 In the event that during the life of this contract the general situation and the data on which this contract is based are substantially changed so that either party suffers serve and unforeseeable hardship, they shall consult and show mutual understanding with a view to making such adjustments as would appear to be necessary and such revisions as would be justified by circumstances which could not reasonably have been foreseen as of the signature date, in order to restore the equitable character of this agreement. The party who considers that the conditions set forth in this article are not met, shall give notice to the other party by registered airmail letter, return receipt requested, which will specify the date and nature of the events which caused the change alleged by it, an evaluation of the hardship which is or will be suffered and proposal made by it to remedy that change.

Any notice given more than 12 calendar months after the date of occurrence of the events which caused the change alleged by the party giving the notice, shall be of no effect.

Par.15      Trademarks

SCHNEIDER INTERNATIONAL trademarks remain the property of SCHNEIDER INTERNATIONAL. RAYES THEWES LIFT must use SCHNEIDER LIFTS & COMPONENTS trademark for the SCHNEIDER INTERNATIONAL products, which are registered in Lebanon during the term of this contract.

Par.16      Disputes

16.1 Any dispute that could arise in connection with the agreement and could not be amicably settled by the parties shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, , by an arbitrator or more appointed in accordance with the said rules. The arbitration will be done according to Lebanese law and in the court of Beirut.

RAYES THEWES  
LIFTS S.A.L

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SCHNEIDER  
INTERNATIONAL

Par.17 Addresses

Without written modifications, the following addresses have to be used for correspondence:

SCHNEIDER INTERNATIONAL  
Hirschstrasse 16  
69190 Walldorf

GERMANY

RAYES THEWES LIFT  
Simon Massad Bldg.  
Bon Jus Street  
P.O.Box 90085  
Fanar - LEBANON

Par.18 Modifications of the contract

Each modification and/or completion of the agreement is subject to a mutual written agreement.

Par.19

The paragraph names only have practical value.  
Should for any reason one of the paragraph or part thereof not be valid in justice, the other stipules of the contract remain valid.

Par.20 No waiver

Any failure by either party to this agreement at any time to enforce any of the provisions of this agreement shall not be construed as a waiver of such provisions or any other provisions hereof.

Par.21 Entire contract

This contract supersedes all prior contracts between the parties hereto. The parties agree that no oral statement or representations have been made which are not set forth in the contract.

RAYES THEWES  
LIFT S.A.L

M SCHNEIDER

Par.22

This agreement is established in double, one copy for each party both signed by both parties.

This contract has a total of 8 pages including ANNEX 1.

Made out in Beirut, on 15.12.2020

For  
RAYES THEWES LIFT SAL

*RAYES THEWES*  
~~LIFT SAL~~

For  
SCHNEIDER INTERNATIONAL (Offshore)

*Schneider*  
**SCHNEIDER**  
International

## إشعار

### بإجراء اتفاق رضائي

رقم التسجيل
3/12/2024

ادارة واستثمار مرفأ بيروت	إسم الجهة الشارية
بيروت	عنوان الجهة الشارية
شركة ريس تويس ليفتس ش م ل	اسم المورد/المقاول
71944\$ ( واحد و سبعون ألفاً ) و تسعمائة و أربعة و أربعون دولاً أميركي فقط.	قيمة العقد والعملة

ان اجراء الإتفاق الرضائي هذا يستند الى احكام الفقرة (1) من المادة 46 من قانون الشراء العام، وان توفر شروط التعاقد بالتراضي هو على مسؤولية الجهة الشارية دون سواها.

ملخص لأهم الأحكام والشروط المطلوبة في عقد الشراء:

أ- إعادة تأهيل المصاعد الكهربائية مع قطع غيار ماركة SCHNEIDER عدد 5 المتضررة من جراء انفجار المرفأ و ذلك لوجود وكالة حصرية بالموضوع اعلاه .

تعتزم ادارة واستثمار مرفأ بيروت إجراء اتفاق رضائي مع شركة ريس تويس ليفتس ش م ل وذلك بغية إعادة تأهيل المصاعد الكهربائية عدد 5 ماركة SCHNEIDER المتضررة من جراء انفجار المرفأ و ذلك لوجود وكالة حصرية بالموضوع اعلاه

التاريخ
الرئيس المدير العام
عمرعبد الكريم عيتاني