

VAT Registration #: 601-1779181

استوهى رسم وغarama طبع مل 8916  
عوجب ايصال رقم ١١٠٨٩٦٤  
قيمة الرسم: ١.٥٠٠.٠٠  
قيمة الغرامة: ١.٥٠٠.٠٠  
الجموع: ٣.٠٠٠.٠٠  
فقط بليل مراجحة  
بروت في ٢٩/٣/٢٠١٣  
عنه

الراقي  
ليلو سرحال  
المرأقب الرئيس  
ميراي موسى

MIC2

Fire Suppression Systems

Maintenance Contract



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سليمان



## First Party

**Beydoun Fire & Safety SAL (hereinafter referred to as BFS)**

Registered with the Chamber of Commerce of Beirut under # 1241, VAT registration no 601-1779181 having its registered office at Building # 7, 1<sup>st</sup> Floor, Embassies Area, Bir-Hassan/Beirut, Lebanon

Tel: +961 1 855 180

Email: info@bfssystems.com

Represented by: Mrs. Nayla Beydoun

## Second Party

**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, Bloc B, Fouad Chehab Avenue, Bashoura Region, Beirut, Lebanon.

**hereinafter referred to as Client or MIC2)**

Cel : 03-792000

Beirut - Lebanon

## Maintenance Contract Reference

Ref no : 059/2024

Job no : 016/24-MNC-R0-999

## Contract Period

This contract covers One (1) year as of its signature date.

This Contract may be terminated by MIC2 immediately with the right to claim compensation if BFS materially breaches this Contract, and fails to cure such breach within Fifteen (15) days after receipt of a written demand for cure from MIC2. The amount of the said compensation shall be defined by virtue of the last paragraph of Article 33 of the Public Procurement Law no.244/2021.

Any termination of this Contract and its related POs will be in line with Article 40 of the Public Procurement Law no.244/2021

## Maintenance contract offered

The systems covered in this contract are listed in "ANNEX 1" of this contract, and the services offered include the following:

Table 1: Maintenance Contract Covered

Type	Description
Preventive Maintenance	Two (2) Preventive Maintenance visits per contract
Corrective Maintenance	Unlimited free corrective visits per contract
24/7 Support	None
Response time	One (1) Business Day



*[Handwritten signature]*

## Support people and contact numbers

Rabih Kahawatih {Head of Preventive Maintenance Department} Tel: +961 79-101048

Hasan Abdel-Sater {Head of Technicians and Corrective Maintenance} Tel: +961 3 399652

Email: supportlb@bfssystems.com

## Preventive Maintenance

### Frequency of Preventive Maintenance

The contract includes a preventive maintenance that is scheduled two (2) times during the contract period. The preventive maintenance will be executed during BFS working hours which is Monday through Friday from 8:00 a.m. till 5:00 p.m., unless it is clearly offered as part of this contract. (Refer to "Table 1")

### Scope of Preventive Maintenance

The scope of the Preventive Maintenance includes the followings tasks:

- 1) System operation and functionality test
- 2) Preventive maintenance of devices
- 3) Cleaning of detectors
- 4) Testing of devices
- 5) Panel diagnosis and testing

## Corrective Maintenance

### Frequency of Corrective Maintenance

The contract includes a corrective maintenance that is based on the "Table 1". The corrective maintenance will be executed during BFS working hours which is Monday through Friday from 8:00 a.m. till 5:00 p.m., Saturday from 8:00 a.m. till 1:00 p.m. unless it is clearly offered as part of this contract. (Refer to "Table 1")

### Scope of Corrective Maintenance

The corrective maintenance will be in response to a communication initiated by the client for a system under coverage in this contract. The corrective maintenance team will identify, isolate and repair the issue reported by the client if possible, during the same visit and should BFS needs an extra visit in order to finish the repair it will not be counted as another visit.

Should the need for new spare parts is required, BFS will inform the client of such additional cost and written approval by client is requested.

### Response Time of Corrective Maintenance

The corrective maintenance will be responded upon within 1 business day.



## Exclusions that will be billed

This contract value does not include any spare parts, refilling agents, special requests such as system backup and data retrieval, design, modification or relocation unless mutually agreed upon with clients in writing.

## Additional Corrective Maintenance Visit Cost (if applicable)

The additional corrective maintenance visit cost will be applied to all visits that are approved by the client and executed by BFS outside the coverage of the maintenance contract (please Refer to "Table 1").

**N.B: The corrective visit shall be paid in LBP at market rate on the date of payment .**

Table 2: Additional corrective maintenance visit cost

Corrective Maintenance Visit Fees (US\$)			
Visit Location	From 8:00 a.m. till 5:00 p.m.	After 5:00 p.m.	Weekend & Holidays
Within Greater Beirut	80	120	160
Outside Greater Beirut	110	165	220
North, South & Bekaa	125	187.50	250

## BFS Working Hours

The normal business working hours of BFS are from Monday to Friday, 8:00 a.m. till 5:00 p.m. and Saturday from 8:00 a.m. till 1:00 p.m

## BFS Liabilities

Customer acknowledges and agrees that BFS is not an insurer and is not responsible of any loss or damage to any system covered by this maintenance contract. BFS is responsible for any loss or damage caused during repair due to negligence from our technicians. Client further acknowledges that insurance, if any, shall be obtained by client; that payments provided herein are based solely on the value of the service of BFS and not related to the true or existing value of the products under maintenance.

BFS has a third party liability and workmen compensation insurance policy to cover its employees and client premises and employees during the repair and maintenance process.

BFS understands the secrecy and confidentiality of information that is given to its employees during the maintenance period and will do its best to preserve and safeguard that information.

## Governed Laws

Any disputes emerging from this contract will be settled in official courts in Beirut.

## ASSIGNMENT.

The Company shall not assign this Contract, 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 to the Republic of Lebanon or any of its designee, having given the Company prior written notice of such assignment but without having to obtain its consent prior to such assignment. For the avoidance of doubt, the Company irrevocably agrees to grant MIC2 the right of assignability and/or transfer and further undertakes not to challenge or oppose any such transfer or assignment provided that the Assignee shall continue to be responsible to the Company for any of the obligations, liabilities, debts or charges of any kind relating to this contract and in existence as at the date of any such assignment.



**Commercial Part****Terms of Payment**

The value of the contract shall be paid in advance and ahead of the service offering as following:

**100 % from the payment to be paid in LBP at market rate on the date of payment.**

Any additional invoice shall be paid within 30 days of date of the invoice.

In case of any delay in settlement of any of the above, BFS reserves the right to stop, delay or cancel any service request received by the Client and any obligation in this contract.

In addition, BFS reserves the right to apply a delay payment penalty of 3% on the outstanding and delayed amount per month.

**Tax, duties and levies**

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

**Value of the maintenance contract**

The value of the service offered as per "table 1" for the maintenance contract is:

Table 3: Value of maintenance contract

	Value in US\$
Maintenance Contract Cost	5,000.00
VAT 11%	550.00
<b>Total incl VAT</b>	<b>5,550.00</b>

(That being Five Thousand Five Hundred Fifty US Dollars only )

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**Beydoun Fire & Safety SAL**

Signature:

*Youssef M. Beydoun*

**BEYDOUN FIRE & SAFETY SAL**

*27-MAR-2024*



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**MIC2**

Salem Itani  
Chairman General Manager

Signature:

*Salem Itani*

Nibal Matta Salameh  
Chief financial Officer

Signature:

*27-MAR-2024*

*AA*

*AA* *AA* *AA*