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استوفى رسم وغرامة طابع ملحوظ  
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وجب بصال ٢٠١٥/١١/٢٥ تاريخ

قيمة الرسم : ٥٤٦٠.٠٠

قيمة الغرامة : ٤٦٠.٠٠

الجموع : ٩٦٠.٠٠

فق ط بسب

لبنان

بيروت في

## ELEVATORS MAINTENANCE CONTRACT

المراقب

ليلي سر حمال

Between

**Mobile Interim Company No 2. S.A.L.** registered at the Trade Register of Beirut under number /1000382/, and registered at the Ministry of Finance under number /291711/, having its principal place of business at Touch Building, Fouad Chehab Avenue, Bashoura, Beirut, Lebanon.

(Hereinafter referred to as "MIC2" or "First Party")

**Kay Systems S.A.L.** registered at the Trade Register of Beirut under number /375132/, and registered at the Ministry of Finance under number /3442/, having its principal place of business at Badaro., Taleb Hobeih Street, Mazraa, Beirut. Lebanon

(Hereinafter referred to as "Company" or "Second Party")



Preamble:

MIC2 is operating the second mobile network in Lebanon for the benefit and for the account of the Republic of Lebanon (ROL)

MIC2 whishes to go through direct contracting with the Company which is the sole supplier of Kone Elevators maintenance services to provide the said services for the Elevators located at MIC2's HQ for 7 elevators (Hereinafter referred to as "Equipment") located in Beirut (MIC2's HQ).

Based upon the above,

The Parties have agreed on the following:

**THE FOLLOWING IS AGREED UPON:**

**1- General**

1.1. Purpose:

The purpose of the preventive maintenance program is to maintain the Equipment in Safe conditions, and properly adjusted to secure its use and to provide a trouble-free service.

1.2. Records:

The dates and the nature of the changes performed on the unit are registered in files kept by the Company. The said files contain also dates and results of the last visits, description of all the failures occurred and all-important matters concerning it. These files can be examined by MIC2 or their representative upon request.

**2- Visits**

2.1. Visits Frequency:

To guarantee the good operating of the Equipment, Kay Systems S.A.L performs routine maintenance examinations on a monthly basis for all installed units under maintenance Contract, and this during normal business hours. Any works executed outside business hours will be invoiced separately as specified in the offer contract terms hereafter.

## 2.2. Works Included:

- Maintenance or breakdown services of machines, rotating electrical equipment, controller parts, integrated circuits, printed circuit boards, brake coil, brake linings, door operating equipment, elevator intercommunication system and all other mechanical and electrical parts required for the operation of the apparatus.
- The Company will provide lubricants that meet the equipment's specifications.
- It is agreed that Kay Systems S.A.L does not assume control or possession of any part of the Equipment and that such control and possession remain exclusively and at any time with MIC2's. Therefore, Kay Systems S.A.L shall not be liable for any loss, damage or delay due to any cause beyond the reasonable control of the Company, including but not limited to, act of government, strikes, lockouts, fire, explosion, theft, flood, riots, civil commotion, war, vandalism, and rust. Under no circumstances shall the Company be liable for consequential damages.
- The maintenance of the following items of elevators' equipment will not be assumed by Kay Systems S.A.L: Car enclosure (including car panels, door panels, hung ceiling, handrails, mirror, and flooring), hoist way enclosure, entrances, door frames and sills.

## 3- Coordination

- The technicians of the Company will discuss with the representative of MIC2 the operation of the equipment with the representative of MIC2 and take the appropriate action regarding the problems that might occur.
- In case a problem cannot be resolved during the maintenance visit, the technician should report to MIC2 or their representative and set a date to fix the problem.

## 4- Repairs

Kay Systems S.A.L will advise the specified representative to schedule repair works outside the regular maintenance timeframe.

## 5- Call Back Service

- The Company provides twenty-four-hour callback service. (Optional as specified hereafter).
- In case of an emergency call, allow a maximum of three hours from the time the call is placed until the arrival on site.

- All repair visits after working hours will be invoiced as follows: 55\$ in **Cash USD** excluding VAT during the week, weekends, and holidays.

## **6- Parts**

Kay Systems S.A.L uses genuine manufacturer's parts and will keep readily available, at its warehouse, a minimum stock of spare parts.



## **7- Replacement of Parts**

Kay Systems S.A.L will advise MIC2 or their representative about the spare parts which will be replaced, and which are not included in the normal maintenance. The replacement will be done upon receiving MIC2's approval on the quotation sent to them.



## **8- General Conditions**

- Prices are set according to the nature of the services performed, any modification in the building use will entail legally the change of the conditions stated in the present contract without any alteration to the duration of the said Contract. Any future changes in taxes, fees, or transportation costs will be reflected in the prices, as per Article 28 of the PPL no.244/2021 Paragraph 3.

Any period of grace for payments allowed by the Company to MIC2 is not considered as a new agreement for payment or as a new extended date. The payment terms mentioned in this contract are the only valid terms applicable in case of any dispute.

- 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.

- Kay System S.A.L shall not assume any responsibility resulting from the intervention of persons or foreign companies effected without its prior acceptance. On the other hand, such interventions will result in the immediate termination of the maintenance Contract..

- If an abnormal or dangerous fact happens in relation to the operation of the equipment, MIC2 should put the unit directly out of service and forbid to use of the equipment. MIC2 will have to inform the company by registered mail. The Company cannot be held responsible for abnormal electricity consumption that has not been reported by the person deputized to take the meter readings or other qualified personnel.

- MIC2 should provide safe access to the building and to the unit installed in all circumstances for the Company personnel. In addition, MIC2 should ensure the permanent availability of all the keys related to the installation in the building.

- Kay Systems S.A.L shall not assign the Contract, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2 and if so, it should not exceed the limit defined in article 30 of PPL 244. However, MIC2 (Owner) shall have the right to assign, transfer or purport all of its rights and obligations under the Contract to the Republic of Lebanon or any of its designee, without having to refer to Kay Systems S.A.L or to obtain its consent prior to such assignment.



-This Contract has been drawn up in duplicate, one copy has been handed to each one of both parties (MIC2 and Company).

**The contract is valid from the date of signature until September 30, 2026.**

**9- Price (In cash USD)**

Elevator#	Description	Load (Kg)	Speed m/s	Stops	Total September 2026 (Including Insurance)	Price/30
2019/0018	KONE	630Kg	1.75	16	\$ 2,030	
2019/0019	KONE	630Kg	1.75	16	\$ 2,030	
2019/0020	KONE	630Kg	1.75	16	\$ 2,030	
2019/0021	KONE	1600Kg	1.75	16	\$ 2,625	
2019/0022	KONE	630Kg	1.75	17	\$ 2,250	
2019/0023	KONE	630Kg	1.75	17	\$ 2,250	
2019/0024	KONE	630Kg	1.75	16	\$ 2,030	
<b>Total Excluding VAT</b>					<b>\$ 15,245</b>	
<b>VAT 11%</b>					<b>\$ 1,677</b>	
<b>Total Including VAT</b>					<b>\$ 16,922</b>	

**(Fifteen Thousand Two Hundred Forty – Five U.S. Dollars Excluding VAT)**

- The above-mentioned maintenance works will be performed by Kay Systems against payment by Mobile Interim Company N'2 SAL of a lump-sum amount of \$15,245 Fifteen Thousand Two Hundred Forty – Five US Dollars

**10- Invoicing and Payment.**

MIC2 shall settle 100% in advance of the value of the submitted invoices related to this Contract within 60 days after its acceptance by MIC2, in LBP currency at the market rate on the date of payment via wire transfer to the Company's bank account as per the following IBAN details:

Bank Name : **BYBLOS BANK**  
 Account Officer **210 Badaro Branch**  
 Account Name **Kay Systems SAL**  
 Account Number **210 0754802 098 LBP**  
 IBAN Numb **LB950039 0000 0002 1007 5480 2098**  
 Swift Code : **BYBALBBX**

**11- Termination.**

This Contract may be terminated by MIC2 immediately with the right to claim compensation if the company 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.

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

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in Beirut with effect as of .....22 December 2025 ("Effective Date") by their respective authorized representatives in two originals copies each Party keeping one original.



For Mobile Interim Company No.2 S.A.L

Karim Bek Salaam

For Kay Systems S.a.l

Khalil Layoun

Chairman General Manager

Chairman General Manager

Signature:

A handwritten signature in blue ink, appearing to read 'NBS' or a similar acronym.

Nibal Matta Salameh

Chief Financial Officer

Signature:

A large, stylized handwritten signature in blue ink, including the company logo 'KAY systems'.

Signature:

A handwritten signature in blue ink, appearing to read 'KL'.