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"Etablissement Public"

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Our Ref :CZII /
Beirut : / /

Subject : Transport and Disposal of the Expired Chemicals outside Zouk and Jiyeh Power Plants, which were Packed by the German Company CombiLift under the Purchase Order No. CZII 1189/1111 dated 30/03//2021

Dear Sirs,

With reference to:

- EDL RFQ ref. : Zouk/2920 dated 26/06/2024.
- Your Quotation ref. : dated 01/09/2024 (Administrative, Technical & Financial).
- Your letter ref. : 07/09/2026.
- Your letter ref. : 07/08/2026.
- Your letter ref. : 29/07/2024.
- Your letter ref. : 22/08/2024.

We hereby inform you that EDL has decided and under the original contract dated 10/10/2024, related to the above-mentioned subject to place the following order with you in order to cover the cost incurred for the transportation/shipping of the chemical materials previously transported by the your company to Marj Bisri from the Zouk and Jiyeh Thermal Power Plants outside Lebanese territory and dispose of them abroad, in accordance with the approved local and international environmental standards, based on the Public Procurement Law mainly article 42-item 2 and article 62, and as follows:

I- Bill of Quantities (B.O.Q):

The works and prices are summarized in the following table (B.O.Q):

Item	Description	Qty	Unit Price (VAT excluded)	Total Price (VAT excluded)
1	Transportation/shipping of the chemical materials (Trisodium Phosphate) previously transported by the company to Marj Bisri from the Zouk and Jiyeh Thermal Power Plants, outside Lebanese territory and dispose of them abroad, in accordance with the approved local and international environmental standards.	1 Ls	20000 $	20000$
			Total Price, (VAT excluded)	**20000$**

II- Scope of works:

The Contractor should achieve all the needed and necessary activities whether are mentioned hereunder or not, on his responsibility, according to the international applicable standards and to the best working practices and according to the recommendations of the Ministry of Environment. Therefore, the below scope of work is indicative and not limitative, and thereby The Contractor should implement all the necessary works, activities and measures in order to achieve a complete and successful shipping of the chemicals from Marj Bisri. The scope of work includes the main following task :

- The purpose is to transport chemical materials (Trisodium Phosphate) previously transported by the company to Marj Bisri from the Zouk and Jiyeh Thermal Power Plants, outside Lebanese territory and dispose of them abroad, in accordance with the approved local and international environmental standards.

III- Grand Total

The total amount for the above mentioned works is /20,000.00/ US$ (Twenty thousand American Dollars only), excluding VAT.

IV- Terms of Payment

100% of the total amount by an irrevocable and transferable Letter of Credit (L/C) to be opened in American Dollar in your favor by a First Class Bank. The payment of the Letter of Credit should be carried out in Lebanese Pounds (LBP) with respect to SAYRAFA selling price of the foreign currency approved in your above mentioned quotation according to the closing selling rate of exchange published by the Banque du Liban (BDL) on the day of the payment.

The letter of credit (L/C) shall be opened after the presentation of the performance security and a copy of this letter duly signed. The fees for the execution of the credit are on your charge. This L/C shall be paid as follows:

- 20% of the total amount, as advance payment.
- 80% of the total amount (or 100% in case the contractor did not ask for advance payment) after qualitative and quantitative reception of all disposal certificated signed by local & foreign (if needed) authorities.

And in accordance with the article 37 of the Public Procurement Law.

V- Execution Times

Within 6 (Six) months, starting from the date of Order receipt (the date of this letter).

VI- Defect Liability Period

The Defects Liability Period for the works shall be 12 (Twelve) months from the quantitative and qualitative reception of the Works.

VII- Delay in Completion Penalty

- If the Contractor fails to execute the works within the Execution Times, EDL shall be entitled to a reduction in the Contract Price as penalty.
- The penalty shall be applied on the material/works subject of delay, and this penalty shall be /500/US$ (Five Hundred American Dollars) per day of delay for the materials/works subject of delay, and shall be computed for each day between the time of delivery/completion and the contractual date.
- If EDL has become entitled to a reduction (penalty) of 10% for any part of the work/materials, EDL may by notice terminate the contract.

- Once the contract is terminated, EDL shall be entitled to retain the performance security and to recover from the contractor the loss EDL has suffered.
- The contractor is not entitled to claim an extension of time unless the delay is caused by a force majeure; where the contractor should provide the necessary proof.

  Consequently, the contractor shall give to EDL notice of his intention to a claim for an extension of time within 2 (Two) weeks of the occurrence of the circumstance after which no claim is acceptable. The notice shall be followed directly by the claim with full supporting details.

VIII- Performance Security

The Contractor shall provide a performance security for his proper performance of the Contract to the Employer within 15 (Fifteen) days starting from the notification date of the Purchase Order to the Contractor. **In case this performance security is not submitted with the above mentioned period,** the Bid Bond (if applicable) will be the property of EDL, and EDL shall:

- Cancel the actual Bid and re-launch a new one, and consequently **shall terminate the actual Contract and that under the Contractor's own responsibility**.
- or place of the Order to the best Bidder coming after the refrained Contractor (if applicable).

The performance security shall be presented as per one the two following forms:

- In the form of unconditional and irrevocable bank guarantee, issued accordingly to the attached form in Annex. The amount of the bank guarantee shall be 10 (Ten) percent of the Contract Price. The form of a bank guarantee shall be issued either by a first class bank located in Lebanon or a first class foreign bank through a correspondent bank located in Lebanon and agreed by the Lebanese government and such bond should be unconditionally cashable through that corresponding bank, if necessary.
- Or in the form of a receipt for a deposit of 10 (Ten) percent of Contract Price paid by the Contractor at EDL central Cash-desk.

The performance bank guarantee will be released upon completion of the Defect Liability Period mentioned in Clause VI, and is subject to a retention of due amounts in case of any defects in the executed works, or in case of any pending points.

IX- General Conditions

1) Prior to execution, the Contractor should submit to EDL/Zouk Power Plant and Jiyeh Power Plant an insurance policy covering his personnel against any kind of bodily injuries and death.

2) The Contractor should provide all the heavy and light equipment and tools needed to accomplish the project, in addition to all consumables, accessories or any other materials needed to accomplish the scope of work.

3) Work should be performed according to international applicable standards, to good working practices, to Zouk and Jiyeh management instructions and according to the recommendations of the Ministry of Environment.

4) The Contractor should take all the safety measures to prevent the occurrence of any accident to EDL properties and Personnel, and to his own Personnel.

5) The Contractor shall solely stand liable for any damage or harm that occurs to any of EDL properties or personnel, caused by any of the Contractor Personnel, equipment or on-site activities.

6) Others: as per the above referenced EDL's RFQ, the Quotation and the letters.

X- Order Notification

We herewith Enclose:

- "Bon de Commande" Nº ( ).
- A copy of this letter.

Please note that you should return, within 15 (Fifteen) days from the date of this letter, the above mentioned copy of this letter duly signed for acknowledgment and acceptance, in addition to the settlement of the amount due (representing the 4‰ fiscal stamp) that should be paid physically at the counters of the Ministry of Finance within 5 (five) working days in accordance with article 2 of the decree No. 67 dated August 08/05/1967 and its amendments.

F.A.
B.M.

Chairman of the Board
& General Director

Kamal F. Hayek