

**Contract for the Supply of Telephone Set
for Council for Development and Reconstruction**

CDR Contract no _____

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

REPUBLIC OF LEBANON

and

TETRACOM S.A.L.

Notification date: _____

**Contract for the Supply of Telephone Set
for Council for Development and Reconstruction**

between

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (CDR)

Represented by its President: Mr. Mohamad-Ali Kabbani
(hereinafter called "the Purchaser")

and

TETRACOM S.A.L.

Represented by Mr. Ghassan Halabi
(hereinafter called "the Supplier")

Whereas the Purchaser is desirous that certain Goods should be provided by the Supplier and has accepted an offer from the Supplier for the supply of this Goods,

Whereas in accordance to CDR's Board of Directors' decision no.58/2026/A dated 29/1/2026

ARTICLE 1: SUBJECT

This Contract is to "Supply of Telephone Set for Council for Development and Reconstruction" (hereinafter called "the Goods"), in accordance with the terms of this Contract.

ARTICLE 2: CONTRACT DOCUMENTS

The following documents shall be deemed to form part of this Contract:

- this Contract;
- the Supplier's Offer (Annex A);

ARTICLE 3: TERM

3.1 Execution Period:

The Contractual period is **(2)** weeks starting from the notification's date of this Contract to the Supplier.

- 3.2** If the Supplier fails to execute the Services within the period mentioned in this Contract, the Purchaser shall have the right to impose a penalty on the Supplier at a daily rate of 0.2% of the price of the delayed part of the Services. The penalties shall be limited to a cumulative amount of 10% of the total Contract price. In case the delay would exceed a period of (1) month the Purchaser shall have the right to terminate the Contract for default of the Supplier.

ARTICLE 4: CONTRACT PRICE AND PAYMENT PROCEDURES

- 4.1 The contract price amounts to **U.S\$18,760.50** (eighteen thousand seven hundred sixty United States Dollars and 50/100).

VAT being not applicable according to the terms of the law no.379 dated 14/12/2001.

The Contract price includes the supply, installation and programming, delivery to the site and warranty as per article 6.

The Contract price is including all taxes, duties and charges imposed on the Supplier under the Laws of the Republic of Lebanon.

- 4.2 The total Contract price shall be paid to the Supplier upon delivery of all Goods to the Purchaser.

Payment shall be made in USD, no later than (30) days following submission by the Supplier of invoices to the Purchaser.

4.3 **Banking Secrecy**

As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the decision of the Council of Ministers no.4 dated 28/4/2020, the Supplier agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.

ARTICLE 5: ACCEPTANCE

Provisional and Final Acceptance shall take place, at the same time, upon delivery of all Goods to the Purchaser and issuing of a Certificate by the Purchaser in this respect.

ARTICLE 6: WARRANTY

The Supplier warrants that the goods supplied under this Contract are new, unused, of the most recent or current models and incorporates all recent improvements in design and materials.

A full factory warranty will be valid for a period of **(1) year**, starting from the date of Final Acceptance Certificate issued by the Purchaser. Warranty shall include spare parts and Labor.

The Purchaser reserves the right to reject and replace any material which proves to be defective or not complying with the conditions of the Contract by the Supplier at his own expense.

ARTICLE 7: SUBLETTING

Subletting implementation of the present contract, in full or in part is not allowed.

ARTICLE 8: ADDRESSES

Notifications and correspondences shall be undertaken by courier against a signed receipt.

The addresses of the two parties are:

For the Purchaser

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION
Tallet El Serail – Beirut Central District
Beirut - Lebanon
Tel: (961-1) 981431/2 - 980096/7
Fax: (961-1) 981252 – 981253

For the Supplier

TETRACOM S.A.L.
Holcom Building, 1st floor
Corniche du Fleuve
Beirut - Lebanon
Tel: (961-1) 582111

ARTICLE 9: LAW APPLICATION

The performance of the contract shall be governed by the law of the Republic of Lebanon.

ARTICLE 10: RESOLUTION OF DISPUTES

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute shall be submitted to the competent Lebanese Court.

ARTICLE 11: ENTRY INTO FORCE

The present Contract shall enter into force from the date of its signature by both Parties and its notification to the Supplier.

In Witness Whereof, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Purchaser
COUNCIL FOR DEVELOPMENT
AND RECONSTRUCTION

For and on behalf of the Supplier
TETRACOM S.A.L

Mohamad-Ali Kabbani
President

Naji Feghali
Authorized Representative