



TOGETHER
for a sustainable future

OCCASION

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RECEIVED

02 SEP 2007

Procurement Services Unit
PSM / OSS / PRC

Mr. Soren Bro
UNIDO
Procurement Services
Division of Administration
P.O.Box 300 A-1400 Vienna, Austria

→ to project manager for comments

Date: August 16, 2007
Our ref: 7068
Re. P.O. NO: 16000865

Dear Mr. Soren Bro

Please find enclosed the following documents.

- 1- Three copies of our Invoice no 7049 covering the 10% retainer and the Installation, commissioning, training, and start-up of the equipment covered in your P.O. #16000865 for a total amount of \$17,025.
- 2- Copy of the award of contract no 2005/107
- 3- Copy of the Certificate of completed work for this project (Note the plant name was changed by the consent of the NCCC in Libya and the plant owners. These were documented with the NCCC under witness of your expert Mr. Vincent Sciascia)
- 4- Copy of the performance bank guarantee L/G No 19832

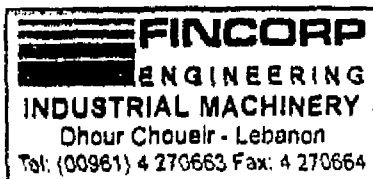
The above mentioned project was delayed due in part to the lack of cooperation of the old management of the NCCC Bureau in Libya. We have documented this delay with Mr. Yury Sorokin in a letter addressed to him on April 26, 2007 (our ref no 7037). Since then and with the assistance of Mr. Vincent Sciascia (UNIDO Expert) we have made arrangement with a local contactor who started implementing the work and completed the first project with the second and third underway. We estimate completion in less than one month. Kindly return to Us our performance guarantee for this project along with the final payment.

We appreciate your patience.

When making payment kindly use our banking instructions as listed in the contract:

FINCORP
ACC.# 014-004-360-121993-01-5
SOCIETE GENERALE DE BANQUE AU LIBAN SAL
SWIFT: SGLI LBBX

Habib Moujaes
Fincorp Engineering





ENGINEERING

P.O.Box: 15 Dhour Choueir, Lebanon
Phone: 961-4-270664 Fax: 961-4-3270663
E-mail: fincorp@beirut.com
www.fincorpengineering.com

Industrial Equipment Contractor: Design, Fabricator, Repairs, Installation.

CERTIFICATE OF COMPLETED WORK

ALHURRIYA

Project Title: Phasing out CFC-11 at GCPFI ~~EDAIN~~BERNA, Libya
Project no: MP/LIB/05/03
Contract no: 2005/107
Completion Date:

Customer: UNIDO
VIENNA

Location: GCPFI ~~EDAIN~~UNIT ALHURRIYA UNIT.
BERNA TRIPOLI
LIBYA

THIS IS TO CERTIFY THAT THE WORK ASSOCIATED WITH THE ABOVE PURCHASE ORDER HAS BEEN COMPLETED, TESTED AND DELIVERED TO THE PLANT OPERATOR AND OWNER AND THAT THE PLANT OPERATOR HAVE BEEN TRAINED ON THE OPERATION OF THE EQUIPMENT AND THE NEW FORMULATION WITH METHYLENE CHLORIDE.

Signed:

For the contractor:

For the Owner:

Habib Moujaes
General Manager
FinCorp Engineering





UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION
P. O. Box 300
A-1400 Vienna, Austria

FACSIMILE TRANSMISSION

In case of incomplete transmission, please call the contact person by phone or by fax listed below

PLEASE DELIVER IMMEDIATELY TO ADDRESSEE

To: <i>FinCorp Engineering</i> <i>Dhourn Choueir</i> <i>Lebanon</i> <i>Attn: Mr. Habib Moujaes</i> <i>Fax: +961 4 270664</i>	Contact person: Soren Bro	
	Telephone/ Extension: +43 1 26026 4858	Fax No. +43 1 26026 6815
	Our reference: MP/LIB/05/003	Your Reference Quotation No.: 5072
	Date: 21.11.2005	E-MAIL sbro@unido.org
	This page No 1 of 3	

Subject: UNIDO Project: MP/LIB/05/03 – National CFC Phase-out plan, Libya
 Provision of equipment and technical services for the conversion to the use of Methylene Chloride at GCPFI LDAIN DERNA UNIT, Derna, Libya

UNIDO Request for Proposal No. RFP 2005/078/ML, dated 12 July 2005
 and your proposal No. 5072, dated 10 August 2005

Award of Contract No. 2005/107

Dear Mr. Habib Moujaes,

We are pleased to advise that FinCorp Engineering has been selected by UNIDO for the execution of services for the above-mentioned project at a total inclusive cost of United States Dollars –ninety-eight-thousand-two-hundred-fifty- (US\$ 98,250). The present award is based on the terms and conditions of our Request for Proposal No. 2005/078/ML, in particular the Substantive Terms of Reference, as well as your proposal dated 10 August 2005.

Payment under this Contract will be made according to the following schedule and is subject to our prior receipt of the relevant invoices showing your banking instructions:

Payment Schedule

- a) Upon UNIDO's receipt and acceptance of the Shipping Documents for the Equipment in accordance with sub-paragraphs 3.05 b) and c) of the Model Contract:
 90 % of the total cost of the Equipment (US\$ 90,250)
 the sum of..... US\$ 81,225

 - b) upon UNIDO's receipt and acceptance of the Contractor's Final Report including signed Certificate of Acceptance:
 10 % of the total cost of the Equipment (US 90,250): US\$ 9,025
 Installation, commissioning, training, and start-up: US\$ 8,000
 The sum of..... US\$ 17,025
- Total US\$ 98,250

Performance Bank Guarantee

Upon signature of Contract by both parties, the Contractor shall submit to UNIDO a Performance Bank Guarantee issued by a bank or insurance company approved by UNIDO for the sum of United States Dollars –nine-thousand-eight-hundred-twenty-five- (US\$ 9,825). The Performance Bank Guarantee



L/G NO 19832
(Performance Guarantee)

Beirut, May 12'h 2006

MM. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO)
Wagramer Strasse 5,
A-1400 Vienna, Austria

Dear Sirs,

WHEREAS MM. FIN CORP ENGINEERING, P.O. Box: 15 Dhour Choueir, Metn-1457 2010, Lebanon (hereinafter referred to as "the Contractor") has undertaken, in pursuance of Contract NO 2005/107, to Provide Equipment and Technical Services for the Conversion to the use of Methylene Chloride at GCPFI LDAIN DERNA, DERNA, Libya (hereinafter referred to as "the Contract").

AND WHEREAS it has been stipulated by UNIDO in the said Contract that the Contractor shall furnish UNIDO with a Performance Bank Guarantee by a recognized Bank for the sums specified therein as security for compliance of the Contractor with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give Contractor such a Performance Bank Guarantee:

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total amount of USD 9.825,-- (US DOLLARS NINE THOUSAND EIGHT HUNDRED TWENTY FIVE ONLY) within the period from the signature of the Contract until the date calculated as the date of UNIDO's acceptance of the Final Report, including the Certificate of Acceptance of the Work, under the Contract plus twelve (12) months, such sum being payable in the types and proportions of currency in which the Contract Price is payable, and we undertake to pay UNIDO, upon UNIDO's first written demand and without cavil or argument, any sum or sums within the limits of USD 9.825,-- (US DOLLARS NINE THOUSAND EIGHT HUNDRED TWENTY FIVE ONLY) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of UNIDO's demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification or the terms of the Contract or of the services to be performed thereunder or of any of the Contract Documents which may be made between UNIDO and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

For the execution of this engagement, we elect domicile at our Head Office in Sin El Fil, Rond Point Saloume, Sehaoui Building.

We remain, Dear Sirs,

Yours faithfully,

Charles NAGGEAR

SOCIETE GENERALE
DE BANQUE AU LIBAN

SOCIETE GENERALE
DE BANQUE AU LIBAN

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