

Request for Tender

For

**All Risk Insurance for the Company
Car Fleet**

For

Mobile Interim Company 1 S.A.L

Reference Number: MIC1/RFT/CFO-PRO/0047-23

Beirut-Lebanon, March 6th, 2023

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Introduction: Company's Profile

MIC1, operating under the brand name Alfa Nowadays, Alfa caters for the mobile needs of more than 2M subscribers including businesses and offers a variety of services and products that fit all age groups and preferences. Alfa vision is to provide competitive telecommunications services, while maintaining the highest quality of service and upholding sustainable commitments.

Article 1: Object

Bidders as defined in article 2 hereunder are hereby invited to submit their offers (herein referred to as "**Tender**" or collectively as "**Tenders**") for the supply of All Risk Insurance, to the company vehicles of Mobile Interim Company 1 S.A.L (herein referred to as "**MIC1**") who is managing one of the two national GSM networks for the benefit of the Republic of Lebanon per below:

- **All Risks: Bidders to quote from April 1st, 2023, until January 31st, 2024.**
- **Political Violence: Bidders to quote from July 16th, 2023, until January 31st, 2024.**

The services required by MIC1 from the Bidders under the RFT (as defined in article 2 hereunder) are mentioned in appendix 1.

Article 2: Scope

This request for tender (herein referred to as "**RFT**") is restricted to companies which are specialists in insurance and related services (herein referred to as "**Bidders**" or "**Bidder**" for any one of them separately), have signed a non-disclosure agreement or a confidentiality agreement with MIC1 and have received an invitation letter from MIC1 to participate in the RFT.

Article 3: General Terms

3.1. Participation in the RFT process

Bidders shall participate in the RFT process at their own risk. Such participation does not give the Bidders any grounds whatsoever for any right for compensation from MIC1.

The Bidders expressly acknowledge that their participation in the RFT process will be deemed as an undertaking that: (i) they have the full capacity, right, power and authority and have taken all necessary actions to enter into the RFT process; and (ii) the performance of their obligations under the RFT and or any potential purchase order (hereinafter "**PO**") / contract will not result in the breach of any terms or provisions of, or constitute a default under, any judgment, decree, or agreement or instrument to which they are a party or by which they are bound. Furthermore, the Bidders expressly acknowledge that their participation in the RFT process will be deemed as an undertaking that: (i) they are not and shall not be, directly or indirectly, associated with any person or entity involved in terrorism and / or money laundering; (ii) they shall not be engaged, directly or indirectly, in any illegal, corrupt, and / or fraudulent practices; (iii) they shall adhere to the highest ethical standards in the performance of their obligations under the RFT and / or any potential PO / contract, and (iv) they shall not be engaged, directly or indirectly, in activities involving child labor, trafficking in arms, sexual exploitation or discrimination.

Thus, Bidders will be solely liable for and will hold MIC1 harmless from any claim, damage, action of any nature by any third party, and any consequences thereof, relating to any such breach or default as mentioned hereabove.

3.2. Joint Offer

Two or more Bidders may form a consortium and submit a joint offer under the terms and conditions defined herein. The offer must be submitted under the name of one member of the consortium which shall be responsible for undertaking all negotiations and discussions with MIC1 and performing the services under the RFT.

3.3. Cost of Tender

Bidders shall bear all costs, expenses or investments in connection with the preparation and / or submission of their offer and / or any presentation and / or any other cost or expense incurred by the Bidders as a result of the RFT.

MIC1 shall not be, in any case, directly or indirectly, responsible or liable for any cost, expense or investment associated with the preparation and / or submission of the offers and / or any presentation and / or any other cost or expense incurred by the Bidders as a result of the RFT.

3.4. Offer Ownership

Notwithstanding the ultimate outcome, all the offers submitted by the Bidders shall become the sole property of MIC1.

3.5. Offer Errors

Bidders are solely responsible for any error, misstatement or omission contained in their offer.

If any Bidder identifies an error, misstatement, or omission contained in its offer, it may at its own risk, effort and expense submit a replacement offer (herein referred to as “**Replacement Offer**”) provided that the Replacement offer fully complies with the RFT and is delivered within the Closing Date. Bidders will not be allowed to alter their Offer after the Closing Date.

However, if a Bidder identifies, after the Closing Date, a material error, misstatement or omission contained in its Offer, it must notify MIC1 in writing within ___ days as of the date of such identification.

In the event the Offer contains an error in cost, time or other calculations, quoted items shall prevail. In case of inconsistencies between various sections in the Offer, MIC1 retains the right to select the option which shall be applied and be valid for the Offer.

3.6. Miscellaneous

MIC1 reserves the right to postpone or modify the RFT, including all its terms and conditions, at any time, or to repeal the RFT, at its absolute discretion, without incurring any liability towards the Bidders and/ or any third party.

No responsibility or liability is or will be accepted by MIC1 in respect of any error or misstatement in or omission from the RFT and / or any response to request for Clarifications (as defined in article 4 hereunder) and / or any information or data provided by MIC1 in connection with the RFT.

All information regarding MIC1 included in the RFT and / or any response to request for Clarifications is intended to assist the Bidders in the preparation and submission of their Offer. This information is provided for information purposes only and is not exhaustive. No representation or undertaking is given as to accuracy, adequacy, or completeness of this information. MIC1 shall not be liable for any inaccuracy, oversight, or omission in or from any such material.

Article 4: Clarifications

4.1. General Terms

Clarifications needed by the Bidders to prepare the Offer (herein referred to as “**Clarifications**”) should be consolidated and submitted to MIC1 in 1 set. Applications for Clarifications should be submitted within a maximum of **7** calendar days prior to offers submission date.

Mr(s). **Mira Barbar** – mira.barbar@alfamobile.com.lb

Copying

Mr(s) **Claudine Bedran** - claudine.bedran@alfamobile.com.lb

MIC1 answers will be submitted to all Bidders **4** calendar days prior to offers submission date.

Bidders should not contact, directly or indirectly, MIC1 concerning the RFT process, starting from the Issue Date until the final selection. The only contact would be for clarification purposes and only by virtue of the mechanism described in this article.

4.2. Q&As format

The Clarifications submitted as per article 4.1 above should be in excel format filled as per below:

RFT Name REF# xxx- 1x (Q&As)		
AREA	Bidder Questions	ALFA- MIC1 Answers

Article 5: Presentation of Offers

- The technical offer part (herein referred to as “**Technical Offer**”) described hereafter should be enclosed in an envelope separated from the commercial/financial offer part (herein referred to as “**Commercial/Financial Offer**”).
- All Offers shall be written in English language.
- The RFT must be reviewed thoroughly by bidders. The selected bidder, and as a prerequisite for his award, will be requested to remit back the RFT document after being initialed on all its pages.
- A copy of “Supplier Compliance Form” is enclosed to this RFT for Bidders’ review and reference. However, it should be noted that the selected Bidder will be requested to sign this document upon project award and prior to the PO / contract signature.
- The Bidders shall submit a clear and complete list of references for similar implementations / projects in a relevant environment.

- Offers shall be presented as per below:
 - **All Risk Premium and PV in Fresh USD**

Offers shall include all taxes, duties and levies (excluding only Lebanese VAT), and shall be fixed, unconditional, unreserved and binding for the Period of Validity (as defined in article 7 hereunder). All Offers should cover the full range of services requested under the RFT.

- Each Bidder shall be solely responsible to pay and bear its own taxes and duties levied on it under any relevant jurisdiction or territory. For the sake of avoiding any doubts, Bidder shall be individually responsible to ascertain its tax liabilities under any subject territory and settle the same with its own resources without having any recourse whatsoever towards MIC1.
- Bidders should submit their Offer in a sealed envelope, with RFT Name and Reference clearly mentioned, which should contain two separate sealed envelopes, containing the below:

5.1. Envelop 1

Envelop 1 is labelled by the “RFT reference- Technical Offer & the Bidder ‘s name”, and should include:

- A cover letter, in three copies, addressed to MIC1 showing the Bidder's interest in submitting the Offer to the RFT (where the name of project as mentioned in this RFT is explicitly mentioned) duly signed and stamped by the authorized representative and listing the documents enclosed whether in hard or soft copy. The cover letter should also mention the names of partners (if any) that are participating under the umbrella of the company in question.
- 3 copies of the complete version of the filled compliance matrix in three hard copies, and on CD in both excel and PDF versions including bidder logo.
- 3 labeled CDs with the complete Technical Offer to RFT, in WinWord, Compliance Matrix in MS Excel and in PDF format with company logo, unpriced BoM in MS Excel & supporting technical documentation in WinWord or PDF format.
- Insurance company must be registered with the ACAL for the current year and copy of the current license to be submitted.
- All participating insurance companies should be in compliance with the Lebanese insurance laws, rules and regulations in force at the time of submitting their bids. Proper documentation should be presented in this regards.
- The company's experience in handling projects similar in size and / or kind, and a list of 5 working reputable clients data.
- Annual audited accounts for the last 2 years.
- Company's Profile.
- Company's shareholding structure.
- List of Members of the board of directors.

- A Letter of Guarantee (LOG) of USD 2,350 from the insurance company's bank to MIC1 / Alfa is requested. This LOG is considered as a major condition for the compliance to this Tender document and selection criteria. The date of the LOG should be valid for 208 days as of submission day should be presented for participation within Envelop1; it will be returned to non-selected bidders.
- List of the workshops by name and location, where the repairs of the insured vehicles should take place in case of accident.

N.B: No prices shall be mentioned in the technical offer envelope whatsoever.

5.2. Envelop 2

Envelop 2 is labelled by the "RFT reference- Commercial Offer & the Bidder 's name", and should include:

- 2 copies of **priced Annex 1 (in 2 options as below listed)** duly signed by the authorized signatory and stamped – in Hardcopy. Bidders to provide the Tariff Table based on which the premiums are calculated.

Option 1 :The scope of the cover includes below incidents :

By scratches and minor denting.

By looting, pillaging and burglary resulting from an insured peril when parked or stored in the company parking lots and /or outside and while on the move.

Partial theft including the external parts of the insured vehicles.

Option 2 :The scope of the cover does not include below incidents :

By scratches and minor denting.

By looting, pillaging and burglary resulting from an insured peril when parked or stored in the company parking lots and /or outside and while on the move.

Partial theft excluding the external parts of the insured vehicles

- Cost of the Political Violence in 2 copies
- 2 labeled CDs with the complete price list in MS Excel Softcopy with formulas and equations clearly applied

"RFT envelopes must be sealed with a large adhesive tape. Bidder's stamp and signature of authorized signatory must then follow in a way that crosses the tape"

N.B: Bidders must strictly comply with all the requirements above mentioned in this article 5. Any Bidder which fails to comply with any of the requirements listed in article 5 above will be immediately disqualified.

Article 6: Time limit for Presenting Offers

Every Bidder is bound to present its complete offer along with all the required and additional documents as mentioned in the RFT, to MIC1, at the latest **on Tuesday March 21st at 12 pm** days from the date of its signature of the RFT (herein referred to as “**Closing Date**”) for the attention of:

Mobile Interim Company 1
Procurement Department
Attention: Mira Barbar
Office: 71-915302
Email: mira.barbar@alfamobile.com.lb
Address:
Parallel Towers, **17th** floor, near Freeway Center, Dekwaneh, Beirut.
P.O.B: 55-534 Sin El Fil.

MIC1 may, at its own discretion, extend the Closing Date for the submission of Offers by notifying all Bidders thereof in writing.

Any Proposal received by MIC1 after the Closing Date will be automatically rejected.

Article 7: Period of Validity of Offer

The Offers submitted by the Bidders shall be commercially/financially and technically binding for the Bidders for a period of **6 months** at least as of the Closing Date or any extension of the Closing Date decided by MIC1 (herein referred to as “**Period of Validity**”).

Any Offer valid for a shorter period may be rejected by MIC1 at MIC1’s sole discretion. The latter may solicit the Bidder’s consent to an extension of the Period of Validity. The request and the response thereto shall be made in writing. Any Bidder granting its consent to such extension will not be entitled / permitted to modify its Offer.

No offer may be withdrawn before the expiration of the Period of Validity.

Article 8: Compliance Matrix

The following should be considered, while filling the compliance matrix (herein referred to as “**Compliance Matrix** “):

- Every Offer shall contain a clear reference to the supporting documentation within the Bidder’s provided set of technical documentation. The reference must indicate explicitly the document title, page and section.
 - “Fully Compliant”, when the Bidder fully complies with the requirements or fully agrees to the related statement, along with a clear explanation in both cases, in addition to the related reference to the supporting documentation when applicable.
 - “Partially Compliant”, when the Bidder partially complies with the requirements or partially agrees to the related statement, along with a clear explanation in both cases for the compliance limits and / or agreement limitation, in addition to the related reference to the supporting documentation when applicable.

- "Non-Compliant", where the Bidder does not comply with the requirements or does not agree to the related statement, along with a clear explanation in both cases for the non-compliance / limitation, and with the related reference to the supporting documentation when applicable.
- "Noted" when a statement is not a requirement but is only for information purposes. "Noted" will be accepted as meaning that the Bidder has read and understood the information. "Noted" is not accepted when a "Compliant" or "Non-Compliant" is the proper response.
- In cases of doubt, during the evaluation of the Offer by MIC1 as provided for in article 12 hereunder, any "Noted" statement shall be considered as "Compliant" for the purpose of such evaluation, and for PO / contract purposes as the Offer to the RFT will form an integral part of any potential PO / contract signed with the Bidder.
- The Compliance Matrix will be analyzed by MIC1 in detail and the compliance statements will be used within the RFT assessment model.
- In case the Offer states "Compliant" to a MIC1 requirement and the analysis of the solution shows that there is no full compliance, such statement will be assessed as "Non-Compliant" and an additional penalty will be applied.
- In case the Offer states "Compliant" to a MIC1 requirement while not specifying any reference, such statement will be assessed as "Non-Compliant" and an additional penalty will be applied.
- For any item that is not supported and / or for which no quote exists in the Commercial/Financial Offer, the price penalty is computed by taking the highest price amongst other Bidders plus 20%.
- For any clause that is marked by "K", within the Compliance Matrix, it means the clause/item is a "Killer" point. Any partial or non-compliance to a "Killer" point, leads to a complete disqualification from the RFT process.

If at any stage during the evaluation of the Compliance Matrix it becomes obvious to MIC1, that the solution offered by the Bidder substantially deviates from the requirements as defined in this RFT, such offer will be disqualified at MIC's sole discretion with **immediate effect**.

Article 9: Special terms

9.1. Terms of Payment

The below describes the minimum payment requirements which are based on a careful analysis of the solution components and required deliverables. However, such minimum payment requirements are not in any way binding to MIC1 and modification of the same might be applied by MIC1 at its sole discretion after selection, on PO or contract level, in case the same is deemed necessary by MIC1.

- **All Risk Premium and PV Fresh USD**

To be paid through bank transfer **100% 45 days after invoice receipt**

9.2. Commercial/Financial Conditions

- Bidders shall submit their best and final price.
- MIC1 reserves the right to negotiate with the selected Bidder all or part of the Offer as MIC1 deems convenient. In other words, MIC1 has the full flexibility to buy the full scope of the Offer or certain parts of it without any impact on unit rates and discount granted. It might also select different Bidders to supply different parts of the RFT's scope of work depending on its strategy and needs.
- The agreed upon prices between the selected Bidder and MIC1 shall not be adjusted or modified within a period of 3 years as of the effective date of the contract or the PO. Bidders to provide, within their commercial offer, the Tariff Table based on which the premiums are calculated
- Remuneration: Each Bidder and each person signing on behalf of any Bidder certifies that no person or selling agency maintained by the Bidder can solicit or secure this Contract or Policy on the understanding that a brokerage or other fee would be paid by any party to such person or selling agency.
- A Letter of Guarantee (LOG) of USD 2,350 from the insurance company's bank to MIC1 / Alfa is requested. This LOG is considered as a major condition for the compliance to this Tender document and selection criteria. The date of the LOG should be valid for 208 days as of submission day should be presented for participation within Envelop1; it will be returned to non-selected bidders.
- Another mandatory Letter of Guarantee (LOG) from the insurance company's bank to MIC1 with a value of 10% in Fresh of the quoted premiums should be presented upon tender award only and should be valid for the whole policies period.

9.3. Miscellaneous

- Bidder must explicitly mention, in the Offer and the BoQ, any prerequisite not stated within the RFT requirements and specifications and that might entail additional cost or impact while adding its respective price or the additional deliverables it needs (if not within Bidder's scope).
- Based on the provisions of the income tax law (Articles 41, 42 and 43), a 7.5% (on Opex) and 2.25% (on Capex) are to be deducted from the invoice for the Bidders that do not maintain a place of business or do not have a legal structure in Lebanon.
- All Bidders with local presence should have a corporate contract with MIC1 that covers 100% of their employees' business lines before entering business relations with MIC1. If the selected Bidder does not fulfill this option at the time of project award, MIC1 corporate sales team will contact its representative for this purpose.

Article 10: Technical Specifications

Section 1: Loss or Damage to the Insured Motor Vehicle

1. Scope of the Cover:

The Insurance Company will indemnify MIC1 against the loss of or damage to any Motor Vehicle described in the schedule and its accessories whilst thereon, in the following cases:

By accidental collision or overturning
By fire, spontaneous ignition or lightning
By theft / attempt thereof or attempted hold up at gunpoint
By malicious act from others.
By scratches and minor denting.
By storms and weather conditions
By looting, pillaging and burglary resulting from an insured peril when parked or stored in the company parking lots and /or outside and while on the move.
A road Assistance (S.O.S): 24 hours, 5 times a year free of charge for above 120km.

2. Basis of Loss Settlement:

- a. Partial Loss or Damage: The amount payable by the Insurance Company in respect of any MIC1 claim for partial loss or damage shall be the reinstatement of the Motor Vehicle.
- b. Total Loss or Damage: The amount payable by the Insurance Company in respect of any MIC1 claim for total loss shall be limited to the reasonable Market Value of the Motor Vehicle at the time of occurrence and as described in Annex I.

3. Depreciation:

In case of loss of or damage to MIC1 Motor Vehicle, the Insurance Company will apply the following deductions for depreciation:

a. Partial Loss:

For the lost or damaged spare parts, the deduction will be as follows:

Less than five years	0%
Less than seven years	5%
Seven years and above	15%

In case of replacement of new tyres, wheels and / or wheel caps by new ones, the depreciation deduction will be 5% per each year, and for a maximum of 50% of the new replacement value thereof.

b. Total Loss:

MIC1 reserves the right to declare a total loss if, in its opinion, it is found that MIC1 Motor Vehicle cannot be economically repaired.

Protection and Removal: The Insurance Company shall bear the reasonable cost of protection and removal to a safe place or the nearest workshop when MIC1 Motor Vehicle is disabled by reason of an accident insured under the policy.

Section 2: Liabilities to Third Parties.

The Insurance Company in its capacity as policy holders' account manager, will, subject to its "Limits of Liability", indemnify MIC1 or the authorized driver in the event of accident occurring within the geographical territory caused by or arising out of the use of the Motor Vehicle against all sums which MIC1 or the authorized driver shall become legally liable to pay as indemnity in respect of:

1. Death or bodily injury to any person including the Motor Vehicle's passengers excluding the Insured personally and the Motor Vehicle's driver at the happening of the accident and their family members (husband, father & mother, children) and the persons employed by the Insured, if they are injured in the course of and due to the employment. The person is considered a Motor Vehicle's passenger whether he was in the Motor Vehicle, mounting of dismounting thereof.
2. Damage to the things or property except those owned by the Insured, or the authorized driver at the time of accident or those held in trust by or in the custody or control of the Insured or the authorized driver.
3. The insurance provided under this section, within the limits of its terms and conditions, is hereby extended to cover the liability of any authorized driver whilst he is driving the insured Motor Vehicle, provide that such authorized driver shall, as though he were the Insured, fully observe, fulfil and be subject to all the Terms of the Policy.
4. The Insurance Company will comply with the payment of amounts pronounced judicially including the claimant's legal costs and expenses, excluding the violations and the Insurance Company will affect payment of compensation to the entitled person.
5. In the event of death of any person entitled to indemnity under the insurance cover, the Insurance Company will in respect of the liability incurred by such person pay the due indemnity in accordance with the terms and conditions of the Policy provided that the Insured observe, fulfill and be subject to the Terms of the Policy.
6. In the event of any accident involving indemnity to more than one party, the "Liability Limits Clause" provided for in the Policy shall apply to the aggregate amount of indemnity to all parties entitled to an indemnity.
7. The Insurance Company in its capacity as policyholders' account manager will pay, within the Liability Limits, all costs and expenses incurred in respect of the accident with its written consent.

Section 3: Political Violence coverage.

1. The maximum accumulation of number of vehicles per each location and their total values to be covered whilst they are parked on various locations.

Location at Parallel parking : maximum accumulation of company vehicles is around 83 which mainly happens to be after working hours or during week ends.

Location at Pine parking: Maximum accumulation of company vehicles is around 38 which mainly happens to be after working hours or during week ends.

2. MIC1 vehicles to be covered against PV whilst on the move outside the premises and when parked inside or outside the company parking lots.
3. MIC1 parking lots are secured on 24/24 by the security guards with private accesses.
4. The total loss record of MIC1 Vehicles under PV for the past 5 years is zero.

Section 4: List of Company Cars

Please refer to the attached **(Annex I)** for market value and details of below schedule:

Car	Vehicle Type	Vehicle Model Year	Vehicles' Count
Nissan	Nissan X-Trail	2018	4
	Nissan X-Trail	2016	25
	Nissan X-Trail	2014	1
	Nissan X-Trail	2013	15
	Nissan Sentra	2016	14
	Nissan Sunny	2018	23
	Nissan Micra	2013	6
	Nissan Urvan	2017	1
	Nissan D22	2013	1
	Nissan Pick Up	1996	1
Toyota	Toyota Pick Up	1998	1
	Toyota Hilux	2013	1
	Toyota Corolla	2013	20
	Toyota Avanza	2013	5
Renault	Renault Kangoo	2013	1
BMW	BMW X3	2005	2

MIC1 Vehicles Fleet Count

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1. All MIC1 Vehicles' crashes and incidents are minor ones.
2. The total loss record of MIC1 Vehicles for the past 5 years is zero.

Section 5: Special conditions

- A- Additional Benefits for MIC1 Vehicles whereby the Insurance Company will indemnify the insured as defined hereafter:
1. Substitute vehicle fees after the occurrence of an accident with a third party. The Insurance Company will pay car rental fees up to the total period of indemnity. Calculation of indemnity starts as from the initiation of repairs date if the vehicle, is still drivable otherwise, the indemnity starts as from the date of the accident.
 2. Agency workshop repairs for vehicles up to two years old, with no depreciation on spare parts.

3. On policy renewal and if the loss is nil, 20% discount will be applicable on the renewal premium of the first year 10% discount for the following years up to a maximum of 40% discount as per the company's prevailing tariff.
4. Partial theft including the external parts of the insured vehicles, to be covered up to the maximum indemnity, excluding tires.
5. Airbags cost must be indemnified 100% following an accident.
6. Compulsory policies should be issued for all the fleet on annual basis with a normal price as per the applicable Lebanese laws & Jurisdiction.

B- Personal accidents to the insured, driver, passengers and paid driver:

The Insurance Company undertakes to pay compensation for bodily injury as hereinafter defined sustained by the insured, driver, passengers and paid driver in direct connection with any motor vehicle and caused by violent accidental, external and visible means.

Article 11: Health, Safety and Environmental Specifications

- Bidder shall state the safety measures being followed by personnel performing the work on Alfa's sites (ISO45001 certification, specific best practices, etc...)

Article 12: Evaluation of Offers

MIC1 reserves the right to accept or reject any or all Offers at its absolute discretion and without thereby incurring any liability to the affected Bidder / Bidders and / or any third party, or any obligation to inform the affected Bidder / Bidders of the grounds for MIC1's action.

The RFT does not bind in any way MIC1 which reserves the right to study the Offers, and to conclude PO/contract negotiations in relation to the RFT, in its totality or parts thereof, with any or several Bidders, as it sees fit and at its sole discretion. MIC1 also retains the right to enter into a contract or to issue PO only for parts of the offered solution.

Further to what is mentioned above, no Bidder may file any claim whatsoever against MIC1 or may claim any compensation from the latter based on the rejection of its Offer or on any ground whatsoever in relation to the RFT.

The Technical and Commercial/Financial Offers are opened sequentially, so that the evaluation of the Technical Offer will precede the evaluation of the Commercial/Financial one. Bidder selection is based on the combined results of the technical and commercial evaluations.

Although due consideration will be given to MIC1's general principles and criterias, including economy and efficiency, MIC1 does not bind itself in any way to select the Bidder offering the lowest price.

Article 13: Entering into Contract

MIC1 shall enter into a contract with the selected Bidder for the services requested under the RFT or shall issue a PO to the selected Bidder in this regard, as the case may be.

At all times, the terms and conditions of said contract/PO shall be defined in accordance the RFT.

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MIC1 is operating the GSM Network for the benefit of the Republic of Lebanon and therefore, in case MIC1 enters into any contract with or issues a PO to the Bidder, this will be for the benefit of the Republic of Lebanon.

Article 14: Termination and Assignment

At any time, MIC1 shall have the right at its sole discretion to cancel the RFT process or terminate the PO/contract with the selected Bidder, with immediate effect, without the need for any judicial or extra-judicial proceedings and such termination shall not entitle the Bidder to any compensation or indemnity whatsoever.

It is to be highlighted that any PO/contract is de facto terminated if the Republic of Lebanon / Ministry of Telecommunications requests its termination. Such termination shall have an immediate effect and shall be effective without the need for any judicial or extra-judicial proceedings and such termination shall not entitle the Bidder to any compensation or indemnity whatsoever.

MIC1 shall have the sole discretionary right to assign at any time and with immediate effect the PO/contract to the Republic of Lebanon or any designee assigned by the Republic of Lebanon to manage the first mobile network in Lebanon.

Article 15: Boycott of Israel Requirement

Bidder is informed of, and undertakes to abide by, the legal requirements of the Republic of Lebanon concerning the Boycott of Israel in accordance with the law dated June 23rd, 1955.

Therefore, Bidder shall not hold Israeli nationality, or be domiciled in or resident of Israel, or work for it, directly or indirectly, or represent or act for, in any way, directly or indirectly, the interests of Israel or an Israeli entity. Bidder shall not have any main or branch factories or assembly plants or offices in Israel, and shall not participate in any Israeli business. Bidder shall not license its name, trademarks, manufacturing or technological patents to any Israeli individual or entity, and shall not provide any technological assistance to any Israeli business.

In addition, no person holding Israeli nationality or domiciled in or resident of Israel or working for it directly or indirectly or representing or acting for, in any way, directly or indirectly, the interests of Israel or an Israeli entity may be employed or used, in any way, directly or indirectly, by the Bidder in the project subject to the RFT. Bidder is explicitly obliged to take into consideration this requirement in the allocation and management of its personnel resources, employees, contractors and subcontractors for any activity or solution or mean whatsoever linked to Israel and contributing to the project subject of the RFT.

Any time the Bidder violates such requirements and / or any direct or indirect relation between the Bidder and Israel is brought to MIC1's knowledge, MIC1 shall immediately exclude the Bidder from the RFT process or terminate the PO/contract without the need for any judicial or extra-judicial proceedings and without incurring any liability whatsoever to the affected Bidder / Bidders and / or any third party.

Article 16: Applicable Law and Dispute Resolution

All disputes, which might arise from the validity, interpretation, implementation or termination of the RFT, shall be exclusively settled by the competent Courts of Beirut in Lebanon.

The RFT shall be governed by and construed in accordance with the applicable Lebanese laws.