**REQUEST FOR PROPOSAL (RFP):**

**infrastructure Works and Telecom Implementations**

**in MIC2 Sites RFP**

**with Framework agreement**

**TNI-23-00007**

**MOBILE INTERIM COMPANY NO.2 S.A.L.**

**Beirut Central, touch Building, blocs B and C, Fouad Chehab Avenue, Beirut, Lebanon**

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# Preface

Mobile Interim Company No. 2 S.A.L. (Hereinafter “MIC2”) is a joint stock company registered at the Commercial Register of Beirut under No. 1000382; it is operating the Second Mobile Network in Lebanon for the benefit and for the account of the Republic of Lebanon.

In the context of operating the second mobile network in Lebanon, MIC2 has recently initiated a project aiming to provide Infrastructure Works and Telecom Implementations in MIC2 Sites. Accordingly, MIC2 is putting the Project for Tender.

The primary objective of this request for proposals (RFP) is to select the bidders for Infrastructure Works and Telecom Implementations in MIC2 Sites under a Framework agreement as defined herein under article 65 of the PPL no.244/2021

The potential business opportunity that MIC2 is seeking out of this tender process is to select the bidders that fit its requirements and that will ultimately sign with MIC2 a Contract that will govern the execution of the Project.

This tender process is subject to the provisions of Public Procurement law (PPL) no. 244 dated 19 July 2021.

Bidders participating in this Request for Proposal (RFP) are construed as having the minimum requirements in terms of necessary experience and are therefore targeted on individual criteria.

This tender has been prepared by MIC2 and its content is for the exclusive use of the bidders for the purpose of this Tender exclusively. No person is authorized in connection with this tender to give any information or to make any representation, taking into consideration publicity and transparency principles as per the terms and conditions of the PPL no.244/2021.

MIC2 shall deem confidential any information it receives from the Bidders and may only disclose same to the Lebanese Ministry of Telecommunications.

Bidders shall abide by the provisions of article 6 of the PPL no.244/2021 especially regarding the confidentiality terms.

MIC2 has the right to reject by virtue of the provisions of article 25 of Public Procurement Law no. 244 dated 19 July 2021 or to discontinue the tender or any of its procedures at any time before informing the temporary contractor of the result.

**Bidders have the right to object the results as per article 103 of the PPL no.244/2021.**

The selected bidder(s) shall sign the attached Framework Agreement to the RFP, otherwise it/they will be excluded from the tender and MIC2 shall retain the bid bond.

# Awarding Framework Agreement

The winners of the tender shall sign a Framework Agreement (FWA) as per below process:

## Number of winners

Multiple winners will sign the FWA of the RFP for a period of 4 years: any bidder who will approve the UPL will be signing the FWA and will be part of it.

## Works without competition in the second phase

Winners will be awarded the following works **equally** based on Purchase Orders **without any price review or competition at the execution stage** of the project using the **UPL (Unified Price List)**:

* New Sites Implementations
* Sites Relocation
* DAS Deployment

UPL will be built using the average 2nd and 3rd lowest cost item by item among the submitted offers and will be sent to all bidders for their conformation and approval.

Works to be awarded based on UPL will be distributed equally among all the winners who signed the FWA and the UPL.

## Works with competition in the second phase

Winners who will be signing the FWA as per article 2.1 mentioned above will be awarded the following works based on Purchase Orders according to **competition and lowest offer at the execution stage of each request**:

* Sites Dismantling
* Sites Optimizations
* Sites Infrastructure Maintenance
* Telecom Implementations

# Project Requirements

This document is published on the Public Procurement Authority and MIC2 websites for the purpose of proposing a comprehensive Offer for the said services as detailed herein in the attached Appendices which constitutes altogether the entire scope of work.



## Scope of Work

Bidders(s)’s submitted proposal, documents, etc… must be in English where possible. Documents issued or requiring to be legalized by the Lebanese authorities shall be in Arabic.

Winner will be selected based upon the best offer (combined Technical and commercial offers) as detailed in appendix 5. Bidders are recommended to offer competitive rates on the services provided. These rates shall constitute a competitive factor in the evaluation of the Offer.

The Bidder(s) shall cover all type of Infrastructure and Telecom Implementation works needed for maintaining and upgrading MIC2 Network as per the detailed requirements in Appendix 1 (Technical Specifications Document) in which main works are summarized below:

* Sites Relocation **based on UPL (Unified Price List)**
* New Sites Implementations **based on UPL (Unified Price List)**
* Sites Dismantling
* Sites Optimizations
* Sites Infrastructure Maintenance
* In-Building Solutions – DAS Deployment **based on UPL (Unified Price List)**
* Telecom Implementations.

Bidder(s) proposed solution and services shall comply with the RFP requirements. However, the RFP represents MIC2’s basic requirements and the Bidder(s) may include in its proposal value added and cost-effective solutions. Bidder(s) value added solutions shall be included separately in the main BoQ and detailed in separate section in the technical specifications, and executive summary. In addition, the cost of these solutions (if any) shall be included as optional in the commercial offer.

The contents of this RFP represent MIC2’s requirements and instructions at the date of this document. Any changes to MIC2’s requirements and any amendment to this RFP will be notified and confirmed in writing by MIC2 to all recipients of this RFP before the closing date as per clauses 3 and 4 of Article 21 of the PPL no.244/2021.

Any representations or instructions issued by MIC2 prior to the date of this RFP, whether made verbally or in writing (directly or indirectly) are expressly excluded.

**Each bidder cannot submit more than one offer under the present RFP**

## Bidder Documents

The Bidder(s) shall have a registered Business either inside or outside Lebanon (being either a local or foreign entity) and shall provide the following documents:

### **For local entities:**

* A document containing a statement by the bidder indicating the owner of the economic right (صاحب الحق الإقتصادي)
* A comprehensive statement from the commercial registrar (إفادة شاملة من السجل التجاري) that shows the founders, stakeholders, authorized signatories, the Manager name, the Capital and the legal charges.
* Signed Commitment letter template with a stamp duty of 50,000 LBP affixed on it, that assures the bidder commitment to the offered prices and the eligibility of the offer.
* Notarized power of attorney if a third party signed the offer on behalf of the authorized signatory.
* A Clean judicial record (سجل عدلي) not older than 3 months, for the authorized signatory or whom legally represents him
* براءة ذمة من الصندوق الوطني للضمان الإجتماعي" شاملة, صالحة للإستراك في المناقصات العمومية" صالحة بتاريخ جلسة التلزيم تفيد بأن العارض قد سدد جميع إستراكاته. يجب أن يكون العارض مسجلاً في الصندوق وترفض كل إفادة يذكر عليها عبارة : مؤسسة غير مسجلة"
* إفادة صادرة عن المحكمة المختصة (السجل التجاري) تثبت أن العارض ليس في حالة إفلاس وتصفية
* ضمان العرض المحدد في دفتر الشروط
* Association Documents
* up-to-date commercial circular, duly certified by the Commercial Register indicating the authority of the signatory acting for and on behalf of the Bidder.
* Registration Certificate at the VAT if it is registered or not.
* MoF Registration Certificate

The date of all the above requested documents whether original or true copy shall not go back more than six months from the date of the assignment session (موعد جلسة التلزيم)

* Last three (3) years Audited Financial Statements (Balance Sheet, Income Statement)
* Integrity and Credibility statement (مستند تصريح النزاهة) as per article 110 of the PPL no. 244/2021

### **For Foreign Entities:**

* Article of Association, Ownership Structure, Incorporation Certificate, By-Laws, ID’s of the partners.
* Proof of signatory.
* Duly certified resolution to participate in the bid.
* Last three (3) years Financial Statements (Balance Sheet, Income Statement).
* Must not be banned to work in Lebanon by any local or international official body.
* The clearance obtained from the Ministry of Trade and Commerce/office of boycott of Israel (إفادة عن وضع شركة أجنبية و إستناداً إلى أحكام قانون مقاطعة إسرائيل الصادر بتاريخ 23/6/1955)
* In case of Joint offers, the Foreign company(ies) shall be a member in a consortium that includes at least one Lebanese company.
* A document containing a statement by the bidder indicating the owner of the economic right (صاحب الحق الإقتصادي)
* Signed and stamped commitment letter, that assures the bidder commitment to the offered prices and the eligibility of the offer.
* Integrity and Credibility statement (مستند تصريح النزاهة) as per article 110 of the PPL no. 244/2021

## Quotation scope

The offer shall include non-exhaustively a detailed pricing covering the scope of work mentioned in article 3.1 and all RFP appendices.

* A clear Commercial offering as per the enclosed BOQ (Appendix 4)
* **Pricing should include all costs related to the scope in USD to be paid in LBP at the market rates at the time of payment.**
* In the Commercial offer, the pricing table shall include the quantity, the unit price, the total price, as well as the description of the elements.

# RFP Killing Factors

Bidder who fail to comply with the below requirements in addition to the requirements listed in Article 7 of the PPL no. 244/2021 will be automatically excluded and disqualified from the tender:

* Bidder should be licensed to conduct works of similar nature (Registration License to be provided). The racking system should withstand the load requirements in all listed locations and have a minimum lifetime of 20 years.
* Bidder has experience in conducting Telecom/DAS/IBS projects or projects with similar nature, since at least 3 years in Lebanon or abroad implementing at least 50 sites over the past 5 years (list of sites and projects to be provided) Bidder should be an established contracting company in Lebanon from at least 3 years, and shall provide evidence of handling similar projects with contributions in at least 2 or more projects related to warehouse constructions (preference is 5 projects) or refurbishment of area 500 sqm or more.
* Bidder has experience in Rooftop and Greenfield Infrastructure works Implementations since at least 3 years in Lebanon or abroad implementation at least 20 sites over the past 5 years (list of sites and projects to be provided) Project Delivery should be done within 4-6 months from PO Issuance in addition to maximum of 2 months for relocation. If the bidder's delivery schedule is over 6 months, then the offer will be disqualified.
* **The Bidder shall abide by the provisions of articles 2 (Sub-clause 30, item C), 7 and 8 (sub-clause 1, item B) of the PPL no.244/2021 where he can submit only 1 Offer (1 Technical Offer and 1 Commercial Offer); otherwise, he will be immediately disqualified from the tender. No Options are allowed.**
* The clearance obtained from the Ministry of Trade and Commerce/office of boycott of Israel (إفادة عن وضع شركة أجنبية و إستناداً إلى أحكام قانون مقاطعة إسرائيل الصادر بتاريخ 23/6/1955)
* **Bid Bond in the sealed technical envelope as per** the PPL no.244/2021 **كفالة ضمان العرض داخل الملف الإداري والفني**
* Any figures and/or price indicators emanating from the Technical Offer will lead into immediate disqualification of the related Bidder from the bid.

Disclaimer: Non-acceptance or disqualification for the above reasons shall be without any liability on MIC2 and without any judicial action being required provided that the provisions of the PPL are adhered.

# Rules Of The Tender



## Phase 1: Submission of Offers

Bidders who have received this RFP and its attachments shall submit their offers which must include detailed delivery and implementation plans:



### Bidders shall submit their Offers within a period of four (4) weeks as of the date of the tender announcement on the Public Procurement Authority (PPA) website.

### All offers shall be addressed to MIC2. All offers shall be delivered to MIC2 by hand in **one anonymous sealed envelope** at the following address:

***RFP Reference: TNI-23-00007***

***RFP Name: Infrastructure Works and Telecom Implementations in MIC2 Sites Procurement Office***

***Att: Mr. Majed Maassarani***

***Phone: 03 792091***

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

***Beirut Central, Touch Building, Bloc B 8th floor,***

***Fouad Chehab Avenue, Bashoura Region,***

***Beirut, Lebanon***

### The submitted sealed envelopes should be visibly marked each with a tag such as

### Procurement/RFP\_ ***Infrastructure Works and Telecom Implementations in MIC2 Sites*** Reference/Technical:

### and Procurement/RFP\_ ***Infrastructure Works and Telecom Implementations in MIC2 Sites*** \_Reference/Commercial:

### RFP Technical and Commercial envelopes mentioned in Article 5.2.1.1 A and 5.2.1.1 B must be sealed with a large adhesive tape. Company stamp and signature of authorized must then follow in a way that crosses the tape.

### By virtue of Article 21 of the PPL no.244/2021 and prior to submitting the Offers, Bidders are entitled to submit, (ten) 10 days at least before the offers submission closing date, to MIC2 all valid questions or clarifications requests pertaining to this Tender, within the limits set out in this clause, provided that these questions/clarification requests meet the following requirements (Refer to Appendix 3)

#### Questions should be “serious and valid”. This means that any inquiry should be in connection with the subject of this Tender and the response to which could be of impact on the offer to be offered by the Bidder..

#### A consolidated response to all Valid Questions will be distributed by MIC2 to the Bidders **at most six (6)** days prior the RFP closing date.

## RFP Response Structure and Details

The Offers submitted by the bidders in response to the RFP shall be structured according to MIC2’s guidelines and detailed as described by the following rules.

### **RFP Submission Structure**

It is absolutely necessary that the Response to the RFP shall be structured as detailed below:

#### The Offer shall be presented in **One anonymous sealed envelope with wide adhesive tapes** that includes one signed stamped sealed envelope for the Technical Offer and another one for the Commercial Offer, as follows:

#### **Sealed Envelope (#1) – Technical Offer:** It should contain (3) hard copies sealed and stamped including only “the Cover Page, the requested legal documents, requirements and the Technical Compliance Sheet” in **addition to the original Bid Bond document**. In addition, the bidder should provide (3) soft copies on separate CDs including the complete technical Offer with the related Unpriced BoQ and the Compliance Sheet.

1. **Sealed Envelope (#2) – Commercial Offer:** It should contain (3) hard copies sealed and stamped including “the System Pricing”. Bidder shall also provide (3) soft copies on separate CD.

#### The Technical Offer and the Commercial Offer shall be structured in accordance with above Scope of Work and Appendix “Technical Specifications”.

#### Offers are to be prepared in such a manner as to provide a straightforward, concise explanation of the Bidders’ capabilities to satisfy the requirements of this RFP with regards to each item of the Scope of Work, following the proposed organization, using Word and Excel.

#### ***Any figures and/or price indicators emanating from the Technical Offer (point #1 above) will lead to the immediate disqualification of the related Bidder from the bid.***

#### The Offer submitted by the Bidder(s) shall list exhaustively and in full detail Products and Services as well as any other requirements needed for the installation, and acceptance of the Bidder(s) Products (if applicable).

#### The Commercial Offer shall include an independent section detailing the bidder’s price for each provided products and/or services. In this section, Bidder(s) must explicitly state the price of each performed activity **The offer validity shall be for Three (3) months at least from the date of the offer submission closing date**. By virtue of Article (21-1) of the PPL no.244/2021, MIC2 may request the extension of the offer validity, however bidder can refuse such request without confiscate his bid bond by MIC2.

#### Each bidder shall submit a bid bond bank guarantee amounting to USD/500/ in Fresh USD by virtue of Article 34 of the PPL no.244/2021 where the period of such bid bond shall be Four (4) months **from the date of the offer submission closing date**.

### **RFP Response structure**

|  |  |
| --- | --- |
| Sections | Description |
| COVER PAGE  *To be included in the Technical Response Document* | RFP subject; the name of the Bidder’s Company; P.O Box address; telephone numbers; facsimile numbers; e-mail address; name of contact person(s) authorized to make representations and send/receive notices for and on behalf of the Bidder(s). |
| TABLE OF CONTENTS  *To be included in the Technical Response Document* | Clearly identify responsive material by the following sections, sub-sections and include page numbers. |
| SECTION1: Executive Summary  *To be included in the Technical Response Document* | Brief description of the key elements of the Offer; Highlight any major areas that differentiate the Bidder’s offering from other competitors’ offerings; High Level Delivery timeframe, etc. Plans must be included. |
| SECTION2: Response to RFP  *To be included in the Technical Response Document* | Bidder’s response shall follow each stated requirement within the RFP and each item of the Scope of Work.  Response shall be divided into sub-sections, a sub-section for each item of the Scope of Work defined in Section 2 and in Appendices through a compliance response.  Bidders are kindly requested to refer to Section 5.2.3 below for the RFP response details. |
| SECTION 3: Company Documents  *To be included in the Technical*  *Response Document* | Bidder(s) should provide, as part of the Technical Offer, all the documents required in section 3.2 of the present RFP. |
| SECTION 4: System Pricing  *To be included in Commercial Offer*  (closed, sealed and stamped envelope) | Pricing to be provided in BoM in excel and pdf format.  All prices should be quoted in USD to be paid at market rate.  The prices should be detailed covering all the services.  Discount percentage applicable on the project and to unit prices. However, any discount on the project will be applicable on the prices of the items and sub-items regardless of the selected parts of the offered products. |
| APPENDICES  *To be included in the Technical Response Document* | This section shall include any additional documentation such as product brochures and manuals, and other related information etc… |

### **RFP Response Details**

It is mandatory that the Offers include the following details:

* Detailed Technical Specification: Bidders are requested to provide in the technical offer detailed description on how they would handle the scope to ensure full compliance of the Technical Specification Requirements (Appendix 1).
* Detailed specifications to the services that may be provided.
* Price shall include the detailed price for the services to be provided.
* A clear Commercial offering as detailed above.
* Statement of Compliance: This statement shall answer the Technical and Commercial Requirements as stated in the attached Appendix 2. The proposed products and services’ compliance to each statement must be indicated in the following manner:
  + Fully Compliant “C1”
  + Partially Compliant “C2” – *elaborate on the part the bidder is non-compliant*.
  + Non- Compliant (State Reason) “C3”.

The Bidder should fill the Reference column and needs to provide in an adjacent column to the requirement in question, in case he is partially compliant, the detailed explanation of the gap between the requirement and their product or deliverable.

* The Bidder needs to provide the detailed specifications for each requirement, along with its detailed technical specifications, such as the needed logistics during their guarding service, ie Kiosk to stay in, lighting, seating, heating, and anything deemed necessary for their shift service.
* The Compliance requested above is mandatory. Responses without Statement of Compliance will be automatically disqualified.

#### **Pricing**: In reference to the terms of Clause (5.2.1.1) Point B herein above, pricing shall include the detailed price for the services to be provided.

* Supplier to submit his offer in USD to be paid at market rate at the time of payment .and to have an account in Lebanon for local payments and an account abroad for settling his dues to third party vendors (if applicable).

### **RFP Opening Session and evaluation**

The RFP opening session and evaluation process will be done as per the provisions of articles 54 and 55 of the PPL no.244/2021

Negotiations between MIC2 and the bidders regarding the submitted offers are strictly forbidden as per article 56 of the PPL no.244/2021.

### **Bank Secrecy**

**Bidder shall be deemed, upon submitting his offer, obliged to lift the bank secrecy on the bank account used for the deposit or transfer of any public funds related to this contracting, by  virtue of the council of ministers decision no.17 dated 12-5-2020**

## Payment Terms:

The payment terms will be mentioned in attached draft contract that shall be signed by the selected bidder.

Bidder(s) shall provide MIC2 with a complete quotation proposal including payment terms as follows:

- Fifty percent (50%) of the relevant purchase order value shall be invoiced by Contractor upon PO issuance provided that Contractor submit a Down Payment guarantee representing (100%) of the amount of the down payment in Fresh Dollars issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks or foreign bank that have received a credit rating of at least a “prime” investment grade (BBB or above). The template of the said down payment guarantee is attached herein below as appendix (1)

- Fifty percent (50%) of the relevant purchase order value shall be invoiced by Contractor at the date MIC2 has issued the Final Acceptance Certificate.

## Bank Guaranties

### **Bid Bond**:

The Bid Bond is ruled by articles 22 (clauses 2 and 4), 34, 35 (clause 3) and 36 of Public Procurement Law 244 dated 19 July 2021.

Each bidder shall submit a bid bond in cash or as a bank guarantee amounting to /$500/ in Fresh USD as per article 34 of the PPL where the period of such bid bond shall be four (4) months from the date of the offer submission closing date (shall exceed the Offer’s period by 28 days at least as per article 34-4).

### **Performance Bond:**

Within fifteen (15) days of signing each Purchase Order/Contract, the Bidder shall provide MIC2 with a Performance Bond in cash or issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks, in an amount equal to five percent (5%) of the value of the relevant Purchase Order. The Bidder shall bear all costs in relation to the provision of the performance bond. The performance bond shall remain valid and effective from the date of issuance up to the date the Buyer has issued the respective Final Acceptance Certificate (FAC) of services delivery. The terms and conditions relating to the performance bond adopted by MIC2 shall be stated in the contract that shall be signed ultimately with the selected bidder.

The Performance Bond is ruled by the article 35 of Public Procurement Law (PPL) no.244 dated 19 July 2021.

MIC2 shall hold temporarily the performance bond amount in the cases stipulated in article 33 (clause 4) of the (PPL) no.244 dated 19 July 2021

# Appendices

Appendix 1 (Technical Specifications)

Appendix 2 (Statement of Compliance)

Appendix 3 (Bidder Questions)

Appendix 4 (Bill of Quantity)

Appendix 5 (Evaluation Matrix)

Appendix 6 (FWA Framework Agreement)

# Terms and Conditions

Here below, the general conditions are defined as well as the terms followed by MIC2 for the exclusion from and/or cancellation of the tender, along with the post-selection phase conditions.

## General Conditions

Defined below are a set of general conditions MIC2 has set for the proper and clear understanding of the responsibilities the bidders shall be informed of.

MIC2 shall not be responsible for any costs incurred by Bidders in responding to this RFP and shall not be under any obligation to any recipient whatsoever with regard to the subject matter of this RFP.

All aspects of the RFP responses provided will form the basis for the framework agreement adopted by MIC2 and that will ultimately be signed with the selected Bidder(s) and that the responses thus need to be legally binding statements of capability and qualification. The participation in the tender constitutes a final acceptance by the bidder whom will be awarded the framework agreement that its obligations shall not exceed those obligations arising from its technical and commercial offers. If the draft framework agreement (Appendix 6) is amended during the question and answers period, then it will be final and it cannot be amended after the offers submission closing date.

It is the Bidder’s responsibility to ensure that all calculations forming part of its RFP response are correct at the date of submission: MIC2 will correct the formulas calculation only without affecting the unit prices. MIC2 is not bound to accept amendments to the Bidder’s response after the offers submission closing date.

It is the Bidder’s responsibility to ensure that a full appreciation, understanding and comprehension of the products and/or services required, stated or implicit have been achieved prior to RFP submission. No claims will be accepted for items that arise from the Bidder’s failure to meet these requirements.

By submitting a response to the RFP the Bidders agree to adhere to all the conditions laid out in this RFP and the attached appendices.

The Bidders shall submit for prior written approval from MIC2, the delivery and implementation assumption table list based on which the bidders have committed towards the delivery of the Solution and the post-integration services (if applicable). MIC2 will reject any afterward claims for not listed project delivery and implementation assumptions.

By submitting a response to this RFP, the Bidders must abide to the technical requirements that are stipulated in the RFP. In other words, the Bidders, upon confirming their compliance to the technical requirements of the RFP, will incur solely ALL costs if not mentioned in their commercial offer. It is therefore the duty of the Bidders to make sure that all requirements, offered features and compliancy to technical specifications are quoted in their commercial offers.

Approval of assumptions by MIC2 shall not be construed in any way as a waiver of MIC2’s rights under this RFP and during the delivery of the products and services as per the contract that will ultimately be signed with the selected bidder, nor as relieving the selected bidder of the timely and satisfactory execution by the selected Bidder of its contractual obligations.

The project delivery and implementation assumptions included in the selected bidder’s RFP response, and regardless of the approval of the assumptions by MIC2, shall not serve to the selected Bidder as a justification for any delay or deficiency in the performance of its obligations under this RFP. The assumptions shall not be construed in any way as relieving the selected bidder from its full liability for any deficiency, delay, non-execution of its obligations.

By submitting a response to this RFP, the Bidder confirms that he will abide by the provisions of article 110 (code of conduct) of the PPL no.244/2021 and he has not:

* + Communicated to any third party the amount or approximate amount of the prices in its RFP response (except where obtaining quotations necessary for the preparation of the response or for insurance purposes where the same is carried out in accordance with the terms of any confidentiality agreement entered into by MIC2 and the bidder;
  + Entered into any agreement or arrangement with any other person that causes that person to refrain from submitting a response to this RFP or alter the content or amount of its response;
  + Offered/paid/given/agreed to pay any sum of money or valuable consideration (directly or indirectly) to any person to do/cause to do the activities herein above in relation to a third party’s response to this RFP or proposed response; or;
  + Offered/ paid/ given/ agreed to pay any officer, employee, agent or other representative of MIC2 any gift or consideration of any kind as an inducement or bribe to influence its decision in this tendering process.

If bidder is found (or is reasonably suspected) to be in breach of any of the above general requirements, MIC2 may cease consideration of the Bidder’s Offer), or if bidder is already selected, an immediate termination to the contract will be done on the full responsibility of the Bidder, such termination will be subject to the provisions of Article 33 of Public Procurement Law no. 244 dated 19 July 2021

## Exclusion from the Tender

MIC2 defines below a set of key rules for the exclusion of any Bidder from the tender as per Articles 7 and 8 of the PPL no.244/2021. These rules shall be not questionable at any point or for any case.

If any two Bidders are found to be owned by the same person(s)/entity (ies) despite having two different Commercial Circulars, or if one of the conditions stipulated in Article 2 sub clause 30 or Articles 7 and 8 of the PPL no.244/2021 has been fulfilled then MIC2 will exclude the bidders in question from the Tender by giving the said Bidder(s) a notice with regards to the Bidder’s exclusion.

Failure to respond in the required manner or by the due date could lead to the Bidder’s Offer being excluded.

Breach of confidentiality obligation with regards to this RFP and tender directly or indirectly will lead to immediate exclusion of the RFP.

## Cancellation of the Tender

MIC2 is entitled to cancel the tender with immediate effect by virtue of the provisions of article 25 of the PPL no.244/2021 without any indemnity or justification due to the Bidder(s) as a result of this cancellation. The Bidder(s) is then solely responsible for all expenses incurred for the purpose of this tender.

## Amendments and Interpretation

By virtue of clauses 4 and 5 of article 20 of the PPL no.244/2021, if MIC2 has amended or clarified the tender documents before the offers submission closing date, MIC2 shall extend the said closing date if necessary as per sub-clause (1-4) of article 21 of the PPL no.244/2021 in order to give time for bidders to take into consideration the said clarification or amendment. The extended closing date will be notified to each bidder that has received the RFP documents.

By virtue of sub-clauses (1-3 , 1-4) and (2-3, 2-4) of article 21 of the PPL no.244/2021, MIC2 can, before the closing date, either by its sole discretion or based upon clarification request from one of the bidders, amend the RFP document. The amendment shall be sent immediately to all recipients of this RFP. The said amendment will be mandatory and will be published on PPA and MIC2 websites. If the amended documents in the RFP documents are of major impact, MIC2 shall publish the amended documents in the same way the original documents were published and at the same place, and shall extend the closing date as per clause 4 of article 20 of the PPL no.244/2021

Any major amendment in the info related to eligibility of the bidder or the submitted offer, including the amendments that could changes the status of the eligibility of the bidder or submitted offer, is forbidden and cannot be requested.

Negotiations between MIC2 and any of the bidders regarding the info related to the eligibility or regarding the submitted offer are strictly forbidden. Thus, it is not allowed to make any change in the prices further to a clarifications request from any Bidder.

MIC2 shall give written notice of any addendum issued to all recipients of this RFP. However, MIC2 shall not be responsible for any Bidder’s failure to receive any addendum. It is the Bidder’s sole responsibility to ascertain prior to submittal, that any addendum issued to this RFP has been received.

No verbal changes or interpretations of the provisions contained in this RFP will be valid or binding on MIC2. Written addendum will be issued, by MIC2, when changes, clarifications, or amendments to the RFP are deemed necessary.

## Post-Selection Phase Conditions

MIC2 defines below a set of post-phase selection conditions that the Bidder(s) needs to be aware of for the proper understanding of its responsibilities:

This RFP is not an offer to enter into an agreement with any party, but rather a request to receive offers from bidders interested in providing the products and/or services outlined in the attached Appendices hereinafter. Such offers shall be considered and treated by MIC2 as offers with commitment to enter into an agreement if approved by MIC2 as per the terms and conditions defined by the PPL no.244/2021. MIC2 may reject the winner’s offer by virtue of articles 24 and 27 of the PPL no.244/2021

**By receiving this RFP, Bidder shall be deemed aware of the PPL no.244/2021 terms and conditions particularly the terms and conditions of article 24 of the PPL no.244/2021 related to accepting the winner’s offer and signature of contract**.

End of Document