

**Mobile Interim Company 1 SAL**  
**CLEANING CONTRACT FOR MIC1 PREMISES**

Special Provisions

Signed between:

**Mobile Interim Company 1 S.A.L (MIC1)**, a Lebanese company registered with the Commercial Register of Baabda under number //72514// and registered with the Ministry of Finance under /696116/, having its head office located at Parallel Towers, Block A, Dekwaneh Lebanon and represented by its Chairman & CEO, Mr. Jad Nassif and by its Chief Financial Officer Mr. Rafic El Haddad.

Hereinafter referred to as “**MIC1**”

and

**The Cleaning Company**, a Lebanese company registered with the Commercial Register of XXX under number /XXX/ and with the Ministry of Finance under number /XXX/ having its head office located at XXX, Beirut, Lebanon and represented by its General Manager, Mr. XXX,

### **Preamble**

Whereas MIC1 is managing one of the two national mobile networks for the benefit of the Republic of Lebanon / Ministry of Telecommunications,

Whereas **the Cleaning Company** is a company specialized in cleaning activities related to buildings and premises,

Whereas MIC1 wishes to enter into an agreement with a company for the cleaning of its premises buildings and sites,

Whereas “**the Cleaning Company**” accepted to do the cleaning works in the locations designated by MIC1 according to the terms and conditions set forth in the present agreement,

Therefore, both parties agree to the following,

### **Article 1      Entire Agreement**

The above preamble and the annexes attached hereto are an integral part of the present agreement.

### **Article 2      Scope of work**

The Cleaning Company undertakes to do the cleaning work in premises detailed herein below.

**Locations:**

Pine	9 floors including Canteen, Warehouses, Archive, Data center, Technical Rooms, and Indoor Parking spaces, Building Surroundings.
Parallel Towers	All Floors including, 2 back offices, Canteen, NOC, Archive, Technical and Storerooms, Data Center and 1 Outdoor Parking area.
Alfa Stores	Chtaura, Saida, Nabatiyeh, Halba Miniara, Tripoli Mina, Parallel Towers Dekwaneh, Unesco, Bikfaya, Jbeil, Baalback, Jounieh, Pine Furn El Chebbak, Tyr upon deployment date.
Warehouse	Jeita
Switches	Libatel
	Adma
	Justice

Various types of spaces within an office building that may require cleaning services, including.

1. **Offices:** These are individual workspaces that require cleaning services such as dusting, vacuuming, and wiping down surfaces like desks and chairs, floors, emptying bins, vacuuming curtains, wall touch up cleaning, Window glasses, shampooing carpet...etc. The cleaning service should also include disinfecting high-touch areas like telephones, computer keyboards, and doorknobs...etc.
2. **Meeting and Training rooms:** Conference rooms are used for meetings, presentations, and client discussions. They require regular cleaning services, which should include dusting, vacuuming, wiping down surfaces, and disinfecting high-touch areas such as tables, chairs, and audio-visual equipment...etc.
3. **Kitchens:** Cleaning services should include emptying bins, cleaning countertops, wiping down appliances like microwaves and refrigerators, and mopping the floor, washing dishes...etc.
4. **Restrooms:** Restrooms are high-traffic areas that require frequent cleaning services to maintain hygiene and prevent the spread of germs. Cleaning tasks should include cleaning and disinfecting toilets, sinks, and floors, as well as restocking paper towels, toilet paper, and soap dispensers...etc.
5. **Lobby and reception areas:** The lobby and reception area are the first impressions of the office building, and they should be kept clean and tidy. Cleaning services should include cleaning glass doors, dusting furniture, and disinfecting high-touch areas such as doorknobs and elevator buttons...etc.
6. **Stairwells and hallways:** Stairwells and hallways are high-traffic areas that require regular cleaning services to keep them clean and safe. Cleaning tasks should include vacuuming carpets, mopping floors, dusting handrails, and removing debris...etc.
7. **Underground and External parking:** cleaning tasks should include sweeping, removing debris, cleaning water channel drains...etc.

8. Front shop glass profiles of building entrance, stores, canopies above entrance doors of Alfa Stores...etc.

It is important to understand the specific cleaning requirements for each space within an office building to provide high-quality cleaning services that meet the needs of the building's occupants.

Annex 2 details the Cleaning Company and its agents' work schedule and duties.

The Cleaning Company shall provide an additional support agent for different types of needs within MIC1 Buildings cleaning service.

### **Article 3**      **Contractual documents**

The Contract is made up of the following documents, in order of precedence:

1. The present Special Provisions
2. Annex 1 – Cleaning Agents distribution list
3. Annex 2 – Cleaning Services Schedule
4. Annex 3 – Official Holidays of Cleaning agents

### **Article 4**      **Work Remuneration**

1. The amount of work remuneration shall be detailed according to the number of agents per location and related shifts, within the attached Annex 1 where the locations and work schedule are stated.
2. The amount of the work remuneration as of the effective date of the present Contract is fixed at **US Dollars XXXXX & LBP XXXX per month** excluding VAT.
3. The present amount of the work remuneration shall be valid and fixed for **XXX year** subject to change only with the minimum wage amendment by a governmental decree with the transportation fees modification and any changes in law, and unit prices after deployment of any new site (Floor or Store) of MIC1 on the Lebanese territory. Fees will be added to the monthly invoice. Similarly, when cleaning services are terminated at any location, they will be deducted from monthly invoice.

### **Article 5**      **Mode of payment**

Payments shall be made thirty (30) days after the submittal of the invoice at the end of the month. All payments will be settled in LBP at market rate on payment date set by MIC1.

### **Article 6**      **Modification**

The present Contract cannot be modified unless by addendum signed by both parties.

## **Article 7**      **Terms of the Contract**

1. The present Contract shall come into force as of signature date and shall be valid for **4** years.
2. The present Contract is renewed only by express and written approval of both parties three (3) months before the expiration of its term.

## **Article 8**      **Termination**

1. In case of the Cleaning Company negligence, MIC1 shall send a formal notice, by registered mail, to the Cleaning Company so that the latter remedies its negligence. If the Cleaning Company fails to remedy within ten (10) days, MIC1 shall be entitled to terminate the Contract immediately at full responsibility of the Cleaning Company and back charge the Cleaning Company, all expenses incurred pursuant to the negligence.
2. In case " **Cleaning Company**" fails to provide the required cleaning services as mentioned in the 2 Annexes MIC1 shall have the right to reduce the work remuneration of the present contract.
3. Since MIC1 has informed the Cleaning Company that it is managing one of the two mobile networks on behalf of the Republic of Lebanon/Ministry of Telecommunications, the present agreement is rightfully terminated with immediate effect by a written notice sent to the Cleaning Company without any cause of action or recourse against MIC1 upon MoT request.
4. Both Parties shall have the right to terminate this agreement any time for convenience with no need to any legal recourse by sending a 3-months written notice of termination to the other party by registered mail or through notary public.
5. In all cases the termination shall not give the Cleaning Company the right to claim for any compensation of any kind and the Cleaning Company hereby waves its right to file such a claim.

## **Article 9**      **Work program**

1. The scope of work and its application are as specified by MIC1 and not limited to the attached Annex 2 "Cleaning Services Duties and Schedule" approved by the Cleaning Company and considered an integral part of this contract. However, the Cleaning Company may propose another schedule respecting same scope detailed in the said Annex.
2. Detailed Cleaning Plan/Obligations developed for each location at Buildings/Stores/Warehouses/Switches (daily, weekly, monthly, quarterly...etc.) shall be provided to MIC1 by the Cleaning Company. In all cases, the Cleaning Company may propose another schedule respecting same scope detailed in Annex 2
3. Checklist and Reporting form for cleaning jobs shall be provided to MIC1 by the Cleaning Company Supervisor; for daily, weekly, monthly, quarterly duties required by agents or the Cleaning Company. Checklists and inspection reports of the Cleaning Company representative shall be reviewed by MIC1 at least once per month.

#### **Article 10**      **Professional skills**

**The Cleaning Company** acknowledges, at the risk of Contract termination, that it is, as well as its staff, fully skilled, specialized and capable of the execution of works, subject of this contract.

#### **Article 11**      **Representatives**

MIC1 and **the Cleaning Company** shall appoint a representative in charge of securing coordination between parties. No other person shall be entitled to give any order or specific instruction.

#### **Article 12**      **Sub-contracting**

Sub-contracting all or part of cleaning works is forbidden.

**Cleaning Company** should ensure the legal registration of all Lebanese cleaning in the NSSF after a 3-month probationary period for any agent.

#### **Article 13**      **Access- Discipline**

1. MIC1 shall provide the cleaning agents and assigned supervisor of **the Cleaning Company** access to the site upon presenting the ID and valid work Permit of agent.
2. MIC1 shall ask **the Cleaning Company** agents and Supervisor to Punch IN & OUT when assigned to work at any site in MIC1 Premises.
3. **The Cleaning Company** is held responsible for its employees' behavior, discipline, health conditions and any damage caused by them on site.
4. MIC1 may ask to replace an employee or a supervisor for disciplinary, incompetence or behavioural reasons.
5. MIC1 shall ask the cleaning agents to abide by the internal regulations and work and instructions of MIC1 as stated in the handbook signed by agent.
6. The **Cleaning Company** shall provide name tags for each agent upon employment at MIC1 premises. It should be worn and visible on the shirt, blouse, or jacket.

#### **Article 14**      **The Cleaning Company & Agents Obligations**

The **Cleaning Company** undertakes to take in charge the following matters and obligations related to its employees working at MIC1 premises subject to this contract:

1. Supplier shall provide experienced cleaning agents in Lebanese nationality only (Agents Listed in Annex 1 along with their working schedule).

2. Agents must have at least 1-year relevant experience in cleaning field, having acceptable qualifications and communication skills, such as.
  - Able to read Arabic or English languages (handbook, schedule...), with proper communication skills.
  - Able to lift and carry the cleaning supplies and office furniture/equipment., during the cleaning duties.
  - Able to stand, kneel and climb stairs.
  - Good at organizing.
  - Good work ethic and positive attitude
  - Can work both independently and as part of a team environment.
3. Cleaning agents and supervisor must read and sign a handbook of the listed working conditions, rules and regulations imposed based on RFT and Contract requirements as well as MIC1 instructions. This must be reviewed by the respective agent during the appointment process, confirmed and signed upon appointment (and when it is updated). The **Cleaning Company** and MIC1 will therefore be covered when any non-compliance issue is raised.
4. Appearance, cleanness, and hygiene of agents, fall under the **Cleaning Company** sole responsibility and control.
5. Supplier shall assign full-time job Lebanese Supervisor upon schedule set in Annex 1, assigned to monitor hygiene conditions of MIC1 Premises (Buildings, Alfa Stores, WHS and Switches) in accordance with the specified schedule detailed in Annex 2 and reviewed by both parties when awarded the RFT. Also, supervisor shall train, monitor the performance of agents, and to understand their needs and identify the gaps for improvement required at any level...etc.
6. Cleaning agents and supervisor shall stick to the working schedule assigned by MIC1 (as per Annex 1), while registering the morning and evening attendance (**Punching In/Out**). Accordingly, their attendance report will be monitored on monthly basis, and the necessary measures will be taken in case of breach (referring to penalty clause).
7. The **Cleaning Company** is required to impose a firm commitment (1 year) with the agents and the supervisor working at MIC1 premises, based on all regulations stated in the handbook and Contract signed by both parties, and disciplinary or financial actions to be taken in case of non-abidance.
8. The **Cleaning Company** must present a valid employment Contract signed by both parties, with the obligation to register with NSSF after a 3-month probationary period for any agent. All other legal documents non-conforming to the Lebanese labour law will lead to Contract termination.
9. Any legal conflict related to its agents, falls under the **Cleaning Company** responsibility.
10. The **Cleaning Company** shall provide 3 Uniforms for each agent per season (summer and winter) and provide MIC1 with samples to approve quality, design and colour. Extra shirts and pants to be provided for agents, when necessary, throughout the year.
  - Summer uniform; short sleeve shirt with its pant,
  - Winter uniform; long sleeve shirt, pant, and jacket.
  - Dark coloured shoes for both male and female agents.

11. The **Cleaning Company** shall provide essential medical tests once a year for each agent such as Tuberculosis, PPD and Chest X-ray. Also, any special medical examination and subsequent follow-up required at any time throughout the contractual year at its own expenses.
12. In case of medical or health issues with one or more agents at MIC1 premises, MIC1 has the right to ask the **Cleaning Company** to perform the needed medical tests and the medication to the subject agents.
13. Cleaning agent shall notify respectively the **Cleaning Company** and MIC1 for employment termination request, prior 15 working days of last working date.
14. Any sudden (not pre-approved) absence of agents shall be reported to MIC1 representative immediately by the **Cleaning Company**/agent and replacement of absent agent shall be made within 3 hours for all premises and stores, as support agents with legal papers should be always available upon need.
15. Transfer or exchange of trained agents shall be approved by MIC1, 48 hours prior to the date of transfer or exchange based on 15 working days prior notice, by sending the new details of the replacement agent with copy of the agent 's official identification and legal documents. Trial and training period for the new agent to be set for 1 month. The condition shall be the same for all MIC1 premises, buildings, stores, warehouses, and switches.
16. MIC 1 has the right to ask for urgent and immediate replacement of any agent at any time. Accordingly, **Cleaning Company** shall provide a replacement agent within 24 hours from reported date and time, as support agents with legal papers should be always available upon need. Trial and Training period for the new agent should be set for 1 month. The case must be the same for all MIC1 premises, buildings, stores & warehouse.

## **Article 15 Internal Control and Reporting**

1. A weekly meeting shall be held between the Operational Supervisor of the **Cleaning Company** and the Hygiene & Environment Specialist of MIC1.
2. Daily visit shall be conducted by the supervisor from the **Cleaning Company** to MIC1 buildings listed in Article 2.
  - Signed checklist and status report to be presented on daily basis.
  - Status report to be presented along with improvement and optimization initiatives, procedures and actions whenever/wherever is necessary.
  - Cleaning agents' appearance, attitude, performance to be checked and reported to Hygiene & Environment Specialist of MIC1.
3. Monthly visit shall be conducted by the Supervisor of the **Cleaning Company** to MIC1 stores and warehouse listed in Article 2.
  - To provide signed checklist in coordination with relevant store and warehouse agent on daily basis.



- Status report to be presented along with improvement and optimization initiatives, procedures and actions whenever/wherever is necessary.
  - The cleaning agents' appearance, attitude, performance to be checked and reported to Hygiene & Environment Specialist of MIC1.
4. Any agent does not abide to our internal instructions, MIC1 will report the **Cleaning Company** to notify the agent on spot and after 3 notifications an action would be taken against him/her. Penalty will be applied as stated in Article 16
  5. The **Cleaning Company** will be fully responsible for any agent leaving MIC1 premises during the working hours provided in Annex 1. For occurrence of such case, the **Cleaning Company** will be informed by MIC1 and accordingly, the agent should be notified and penalized.
  6. In the only case of legal papers/resident permit or passport renewal purposes, requiring agent presence, The **Cleaning Company** should inform MIC1 representative prior 2 days of the set date. Also, The **Cleaning Company** should provide a replacement agent in case the absence from site will be more than two hours.
  7. The **Cleaning Company** must report any planned date of vacation or absence of a cleaning agent 48 hours in advance and is therefore obligated to provide a trained replacement agent until the return of the latter.
  8. The **Cleaning Company** is responsible to report the employment termination request 15 days prior to the last scheduled job, and thus the latter is obligated to provide a trained replacement agent within the notification period.
  9. Agents should follow our instructions regarding Holidays and Official vacations that would be agreed and pre-approved by both parties.
  10. Communication and reporting of cleaning progress and any issue shall be via email.

#### **Article 16      Penalty in Delivery**

1. The **Cleaning Company** (supplier) shall be subject to an official notification that can extend to the termination of its services, in case one (or more) agent, is identified working for a third party during the working hours expected at MIC1 premises as per the Annex 1.
2. The **Cleaning Company** shall be subject to a penalty of Forty (40) US Dollars (Or its equivalent in LBP at market rate on payment date) per day for any failure in replacing any absenteeism among its agents within 3 hours of time, considering support team shall be available at the **Cleaning Company**. MIC1 and the **Cleaning Company** shall coordinate on the penalty amount prior to execution and the set penalty amount will be deducted from the monthly invoice of **Cleaning Company**.
3. The **Cleaning Company** shall be subject to a penalty of One hundred (100) US Dollars (Or its equivalent in LBP at market rate on payment date) per day for any failure in executing the agreement mainly and not limited to Clauses 10.5 (**Cleaning Company** and agents' obligations), 10.7 (Work Program) and 10.9 (Internal Control & Reporting). MIC1 and the **Cleaning Company** shall coordinate on the penalty amount and the set penalty amount will be deducted from the monthly invoice of **Cleaning Company**.

4. **Cleaning Company** / Agents shall respect the working schedule assigned by MIC1 as conditioned in Clause 10.5 (point 6). Otherwise, penalty of Ten (10) US Dollars (Or its equivalent in LBP on market rate of penalty date) per each absence will be deducted from the monthly invoice of supplier for any shortage caused by a cleaning agent.
5. The **Cleaning Company** and MIC1 shall coordinate on the penalty and the set penalty amount will be deducted from the monthly invoice of **Cleaning Company**. The penalty may be a deduction from the monthly salary of the agents and termination of the duties of the agent in case of repeating the same notification for more than three times.

#### **Article 17**      **Force Majeure**

1. “**Force Majeure Event**” means an unforeseeable, extraneous event beyond the control of a party (the “Affected Party”), its sub-contractors and its suppliers which is at the date of this Agreement unknown to, and cannot reasonably be anticipated by, that party.
2. In case an Affected Party is prevented, hindered, or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:
3. The Affected Party’s obligations under this Contract are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed; and
4. As soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement; and
5. In case the Affected Party does not comply with Article 17.2.2 it forfeits its rights under this Article 16, ‘Force Majeure’; and
6. The Affected Party shall make all reasonable efforts to mitigate the Force Majeure Event on the performance of its obligations under this Contract; and
7. As soon as reasonably possible after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Contract.

#### **Article 18:**      **Anti - Corruption**

“**The Cleaning Company** is aware that paying or giving of anything of value, either directly or indirectly, by the company, or any of its subsidiaries or affiliates, to an official of a government, or to any party for the purpose of influencing an act, or decision in their official capacity, or including them to use their influence with the government to assist MIC1, in obtaining or, retaining business for or with, or directing business to any person, is construed as corruption. **The Cleaning Company** undertakes not to take any action which may be construed as corruption and to notify MIC1 if it becomes aware of any action which may be construed as corruption and to hold harmless and indemnify MIC1 for any losses, damages, fines, penalties whatsoever which MIC1 may suffer

or incur arising out of or incidental to any such action and, in such case, MIC1 may terminate the Agreement at any time without notice or indemnity.

#### **Article 19:     Assignment**

1. MIC1 has, under a fifteen (15)-day-notice delivered either by an acknowledged or notarized letter to **the Cleaning Company**, an irrevocable right to assign the present Agreement to the Lebanese Government or to any entity designated by it. In such case, the new entity shall entirely subrogate to the rights and obligations of MIC1 without any cause of action or recourse against MIC1 by **the Cleaning Company**, and this, starting the effective date of the assignment.
2. **The Cleaning Company** shall not assign this agreement without the prior written approval of MIC1.

#### **Article 20     Insurances**

Upon signature of the contract, **the Cleaning Company** shall produce an insurance coverage acceptable to MIC1, subject but not limited to third parties liability coverage, workmen's compensation and others.

#### **Article 21     Non-disclosure pledge**

**The Cleaning Company** solemnly pledges and declares that all business information brought to its knowledge during the period of executing this Contract shall be kept as strictly confidential for the whole period of the Contract and after one (1) year of its termination for whatever reason. It shall not, neither directly nor indirectly, be disclosed, published nor provided to any person or party whatsoever, in whatever manner and by whatever means unless and only if such disclosure is mandatory by virtue of any legislation in force.

#### **Article 22     Environment and Occupational Health and Safety**

**The Cleaning Company** is bound to comply with MIC1 requirements regarding the "Environment and Occupational Health and Safety" mentioned in the Supplier Compliance Form.

#### **Article 23     Settlement of disputes**

Any dispute arising out of the interpretation and/or the execution of the Contract shall be settled by the Courts of Beirut.

**Article 24      Registered Offices**

The parties have elected their address at the addresses mentioned at the beginning of the contract.

**IN WITNESS WHEREOF**, This agreement shall be executed in two (2) original copies on ....., each party receiving one and each party bearing the fiscal stamp duty related to its copy.

**MIC1 S.A.L.**  
Jad Nassif  
Chairman & CEO

**The Cleaning Company**  
Name Surname  
General Manager

Signature \_\_\_\_\_

Rafic El Haddad  
Chief Financial Officer

Signature \_\_\_\_\_