

Fiber Link Supply, installation and Testing Contract of Adherence

This contract of adherence (**Hereinafter referred to as "the Contract"**) is made and entered into by and between:

Mobile Interim Company No.2 S.A.L., a company registered at the Trade Register of Beirut under the number /1000382/, and registered at the Ministry of Finance under the number /291711/, electing domicile at, touch Building, Beirut Central (bloc B), Fouad Chehab Avenue, Bashoura, Beirut, Lebanon.

(Hereinafter referred to as "**MIC2**").

And

Comatec Lebanon for Telecommunication services S.A.R.L. a company registered at the Trade Register of Beirut under the number /1014572/, and registered at the Ministry of Finance under the number /2542119/, electing domicile at, 5th floor, Saga Building, Damascus Road, Saifi, P.O. Box.11-2200 Beirut.

(Hereinafter referred to as "**Supplier**").

Each of the two parties is hereinafter referred to as a "**Party**" and collectively as the "**Parties**".

Preamble:

Whereas, MIC2 is operating the second mobile network in Lebanon for the account and for the benefit of the Republic of Lebanon (hereinafter referred to as "**ROL**"); and,

Whereas, MIC2 wishes to procure the Implementation, installation and testing of a fiber link from Ogero existing station at Teir Harfa to MIC2 existing site Shamaa S740 including the relevant Civil works (excavation, backfill, piping, concrete, manholes, surface restoration (asphalt), topographic works and acquiring permission approvals from Municipality and Governmental authorities (Hereinafter referred to as the "**Products**") ; and, therefore, needs to procure the services of specialized suppliers in the supplying, installation and testing of Fiber links; and to this effect it has launched an RFP on 13 November 2023 to provide the said Products by one bidder having a proven experience in that field; and,

Whereas, at the outcome of the abovementioned RFP, Supplier was selected for the supplying of the said Products; and

Whereas, Supplier has declared its commitment to the supply of the Products as described in above paragraph (2) and has stated its commitment to the provisions of this Contract and has acknowledged that the Contract constitutes the basis of the final contractual relationship that shall be established with MIC2; and,



المراقب
ليلى مسرحا
21613
استمفتي رسم وغرامة طابع مالي
تاريخ 28/9/2023 رقم 21459
قيمة الرسم : 41.590.000
قيمة الغرامة :
المجموع : 41.590.000
نقطه اداء : بيروت
في 11/10/2023

Whereas, MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide the Products to MIC2.

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

1. The Entire Agreement

The Preamble above, the Annexes attached hereto and any purchase order issued under this Contract form an integral part of this Contract.

2. The Attachments

Annex (1): Offer (Products specifications and price list).

Annex (2): Down Payment Guarantee.

Annex (3): Performance Bond Template.

3. Scope of the Contract of Adherence

Supplier undertakes to provide and supply MIC2 with the Products as per the specifications required by MIC2 and listed in Annex (1); including Civil works (excavation, backfill, piping, concrete, manholes, surface restoration (asphalt), topographic works & permission approvals from Municipality & Governmental. Supplier shall execute the said works within two months.

4. Products Order

4.1. MIC2 shall issue one or several written purchase order(s) of the quantities of Products that need to be installed as required from the Supplier (Hereinafter referred to as the "Purchase Order" or "PO").

4.2. The PO shall be forwarded to Supplier by any means at MIC2's sole discretion including emails.

4.3. The PO issued by MIC2 shall only be legally or financially effective in favor of Supplier in light of Supplier's good intentions and full commitment to its contractual obligations and the proper fulfillment of such obligations.



Handwritten signature or mark in blue ink.

5. Products Delivery and Acceptance

5.1. Supplier undertakes to deliver and provide all the Products ordered by MIC2 under the Contract.

5.2. Supplier undertakes and warrants that the Products delivered under the Contract are Conforming to all MIC2's required specifications as defined by MIC2 in Annex (1).

5.3. A penalty of one percent (1%) of the total amount of the relevant purchase order will be applied to the benefit of MIC2 for each five (5) working days of delay in the delivery of the Products. This penalty shall be lawfully and automatically applied by MIC2 in the event of delay, shall be up to a maximum of 10% of such PO value and shall be deducted by MIC2 from the amount due to the Supplier.

5.4 Purchase Order Changes.

- 5.5.1. MIC2 may at any time by written notice to the Supplier require a variation ("Change") to a Purchase Order, provided written notice of the Change is delivered to Supplier within two weeks prior to delivery of Products that are to be provided.
- 5.5.2. Within five (5) days after receiving such written notice from MIC2, the Supplier shall advise MIC2 of its effect and send a written notice ("Response to Change") to MIC2 specifying the effect that such a change may have upon the Purchase Order including price, delivery of Products, impact (if any) on the Delivery Plan.
- 5.5.3. Within three (3) days of receipt of the Response to Change, MIC2 shall by written notice to the Supplier inform the Supplier as to whether MIC2 wishes the Change and Response to Change to be incorporated in the Purchase Order and if MIC2 so advises, then a formal Change Order setting out in detail the nature of the change shall be given to the Supplier.
- 5.5.4. The Supplier agree:
- that any change in the Purchase Order Price or change of the Delivery Plan based on Supplier's advice must be reasonable and shall be justified by the Supplier to the satisfaction of MIC2; and
 - not to cause a delay in Delivery longer than the maximum number of Working Days needed to implement the Change

6. Liability and Indemnity

6.1. Supplier shall fully indemnify MIC2, together with its officers, agents and employees and any other third party against any claims with respect to damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 arising directly out of the negligent acts or omissions of Supplier, its agents, subcontractors, or employees during the performance of any work hereunder save to the extent caused by the direct negligence of MIC2 or its employees or agents.



6.2. Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the delivery and supply of Products shall be individually and jointly responsible for the terms and conditions of this Contract.

6.3. Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work emergencies, and any other rights and obligations that might arise during or on the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of Products supplying process as well as damages caused by Supplier' representative work on site.

6.4. Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting from the works done under this Contract.

7. Prices and Fees, Invoicing, Payment

7.1. Prices and Fees

7.1.1. The prices of Products (including installation) amounts a total of **/199,945.67/ USD (One Hundred Ninety Nine Thousand Nine Hundred Forty Five United States Dollars and Sixty Seven Cents)** as determined in Annex (1) (attached hereto) and shall not be amended by the Supplier for any reason whatsoever for the whole duration of the Contract unless by reduction where possible.

7.1.2. The fees of Products shall be quoted in the relevant PO in USD and shall be paid in LBP at market rate on the payment date.

7.1.3. The above fees constitute all the financial entitlements of Supplier from MIC2 under the Contract, and it includes all expenses that may be incurred by Supplier in relation to the Contract.

7.2. Invoicing

Invoicing for the Products shall be made as per the following:

- 1- **Fifty percent (50%)** of the total purchase order value shall be invoiced by supplier upon PO issuance provided Supplier simultaneously issues in favor of MIC2 a down payment guarantee representing 100 % of the down payment value. The template of such down payment guarantee is attached to this contract as Annex (2).
- 2- **Fifty percent (50%)** of the total purchase order value shall be invoiced by supplier upon final installation and acceptance.

7.3. Payment

MIC2 shall settle the payments within sixty (60) days after the Invoice presentation and acceptance as per article 7.2.

7.4 Down Payment Guarantee and Performance Bond

7.4.1 Down Payment (DP) Guarantee:

Upon the issuance of the PO, the Supplier undertakes to submit Down Payment Bank Guarantee to the order and for the benefit of MIC2 that represents 100% of the down-payment value including VAT (if applicable), in Fresh USD issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks or issued by a foreign Bank that have received a credit rating of at least a "prime" investment grade (BBB or above), to guarantee the down-payment made by MIC2 as per the said PO.

The DP guarantee shall explicitly provide that the issuing bank guarantees, jointly and severally with the Contractor, the payment of the amount of the guarantee to MIC2 upon MIC2's first request, without any objection or reservation or delay.

The DP guarantee shall be valid for the needed period for delivery and implementation. The text of the said DP is attached to this Contract as Annex (3).

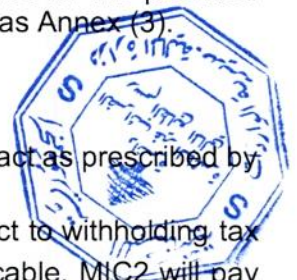
7.4.2. Performance Bond:

Within fifteen (15) days of issuing each Purchase Order, Supplier shall provide MIC2 with a Performance Bond in an amount equal to a **five percent (5%)** including VAT (if applicable) of the value of the relevant Purchase Order in Fresh USD issued by an accredited Lebanese 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), to guarantee the implementation by the Supplier of its obligations under this Contract, particularly the implementation of the relevant PO in good faith and in conformance with the set-out KPIs as well as the highest standards of the technical and commercial state of art within the deadlines specified by MIC2. Supplier 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 acceptance of the provided services. The text of the said Performance Bond is attached to this Contract as Annex (3).

8. Tax, duties and levies

Each Party shall bear taxes and other fiscal charges resulting from the Contract as prescribed by the Laws and regulations in Lebanon.

- The Supplier further commits that the invoices issued shall be subject to withholding tax deduction in accordance with the laws of the Territory in case applicable. MIC2 will pay the Net Transfer net of the required withholding tax deduction and shall account for the amount so deducted or withheld to the relevant tax authority
- The Agreement is subject to stamp duty of four per mil (0.4%) and shall be paid by the Supplier to the Lebanese authorities. MIC2 will deduct the amount of relevant tax levied on this Agreement and pay tax authorities, and shall deduct relevant amount from the first Financial Period.



9. Term and termination

9.1. The Contract will be effective as of the date of its signature (the "Effective Date") and shall remain valid for **one year thereafter**.

9.2. If at the time of expiry of the Contract the Products ordered by MIC2 as per a given Purchase Order has not been supplied, then the Contract shall be deemed extended until the delivery of all the said Products, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for delayed delivery if the delay is due to Supplier's fault.

9.3. This Contract of Adherence shall be terminated immediately, without any notice and without any liability on MIC2 by virtue of the provisions of Article 33 of the public Procurement Law no. 244/2021

10. Relationship of the Parties

10.1. The relationship of the Parties established by the Contract shall be solely that of independent contractors. Nothing contained in the Contract shall be construed to make one Party the agent for the other or partner of the other for any purpose. Neither Party shall by virtue of the Contract have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

10.2. The Contract shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2's relationship with Supplier. Any Party who has not signed the Contract is not a party thereto.

11. Confidentiality

11.1. Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with the Contract and shall not in any time disclose such information to any third party or make use of any such information for any purpose other than as required to execute the object of the Contract..

Supplier is aware that MIC2 is entitled to disclose any information and/or document relating to this Contract to the Republic of Lebanon represented by the Ministry of telecommunications, without obtaining Supplier's prior approval.

11.2. The confidentiality provisions contained in this Article shall survive the termination or expiration of the Contract.



12. Assignment

Supplier shall not assign the Contract, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2. However, MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under the Contract to the Republic of Lebanon or any of its designee, without having to refer to Supplier or to obtain its consent prior to such assignment. The assignee of the Contract shall also have the right of assignment provided for under this Article.

13. Applicable Law and Dispute Resolution

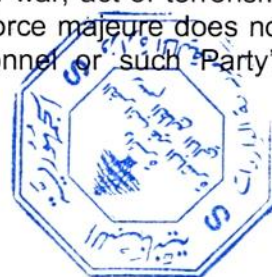
13.1. Both Parties agree that the Lebanese Laws shall apply to any litigation arising out of the application or interpretation of the Contract.

13.2. Disputes arising in connection with the Contract shall be finally settled by the competent courts of Law in Beirut.

14. Force Majeure

14.1. Neither Party is liable for delay or failure to perform any of its obligations under this Contract insofar as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event. In case force majeure event exceeded one (1) month period, whether continuously or intermittently, either Party has the right to immediately terminate the Contract by means of written notice without bearing any liability whatsoever.

14.2. For the purposes of this Contract, a force majeure event means any event, which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, and shall include but not be limited to riots, acts of war, act of terrorism, epidemics, major fire, or natural disasters. For the avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's subcontractor's personnel.



15. Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this Contract be construed as a continuing waiver of other breaches of the same or other provisions of this Contract.

A handwritten signature in blue ink, consisting of stylized cursive letters.

16. Notices

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any notification made to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed in Beirut, in two original copies, with effect as of (the day) 15 of (the month) July, 2024 by their respective authorized representatives.

For and on behalf of
Mobile Interim Company No. 2 S.A.L.

Salem Yehya Itani

Chairman - General Manager

Signature:



Nibal Matta Salameh

Chief Financial Officer

Signature:



For and on behalf of
Comatec Lebanon for Telecommunication services
S.A.R.L

Khaled El Houssari

Managing Director

Signature:



Annex (1)

Offer



QUOTATION

1/2

Mobile Interim Company 2 S.A.L

Beirut Central Building (Touch Building)

Plot # 1526 / Bashoura - Bloc B

Fouad Chehab Avenue - Beirut

P.O. BOX 175051

Date: January 18, 2024

Quotation ref.: 2023-192

Ref #: TNI-23-00010

Subject: Implementation of fiber optic link in MIC2 site Shamaa RFP

Requester: Technology Procurement

Ref.	Description	Unit	Qty	Price	Total
1	Shamaa S740				
1	Breaking & reinst, CL "B" road surface	M2	489.84	\$ 23.90	\$ 11,707.18
2	Breaking & reinst, CL "B" road surface	M2	1959.36	\$ 23.90	\$ 46,828.70
3	Conduit 1 way PVC 100mm. In concrete	L.m	10	\$ 15.00	\$ 150.00
4	Conduit 1 way PVC 50mm. In concrete	L.m	20	\$ 15.00	\$ 300.00
5	Conduit 2 way PVC. In concrete	L.m	3115	\$ 21.25	\$ 66,193.75
6	Supply & installation HH1C	each	2	\$ 442.50	\$ 885.00
7	Supply & installation HH2C	each	15	\$ 830.00	\$ 12,450.00
8	Installation of additional 2 way duct entry	each	1	\$ 40.00	\$ 40.00
9	Installation of optical fiber cable in empty sub-duct	L.m	6730	\$ 0.63	\$ 4,239.90
10	Supply & installation of 1 sub-duct in empty duct	L.m	3380	\$ 3.94	\$ 13,317.20
11	Supply & installation of 1 sub-duct in occupied duct	L.m	3265	\$ 4.13	\$ 13,484.45
12	Installation of optical fiber cable on wall	L.m	10	\$ 2.50	\$ 25.00
13	Cable on wall with flexible UP to 25mm in loop	L.m	50	\$ 3.75	\$ 187.50
14	Cable on wall with flexible UP to 25mm in loop	L.m	90	\$ 3.75	\$ 337.50
15	Installation of 96 fiber optic cables into cabinet/ODF/FDU	each	2	\$ 440.00	\$ 880.00
16	Supply of 96 optical fibers cable. A (G652D)	L.m	6730	\$ 1.88	\$ 12,652.40
17	Supply of trench backfill material-GEN	M3	643.25	\$ 16.88	\$ 10,858.06
18	Supply of trench backfill material-SUBBASE	M3	273.02	\$ 13.75	\$ 3,754.03
19	Supply & installation of patch panel (12 connectors)	each	2	\$ 130.00	\$ 260.00
20	Supply & installation of multi-opening jointing closure for optical cable size 2	each	1	\$ 531.25	\$ 531.25
21	Indoor fiber distribution unit (12 terminations, with place for 1:32 plc splitter, no splitter)	each	1	\$ 301.25	\$ 301.25
22	Implementation of topographic survey for the site. Works include as built drawings showing MIC2 site, the main road, access road to site, fiber route, lots & property DATA where the fiber running. Marks to be shown on ground.	each	1	\$ 562.50	\$ 562.50
				Total Amount:	\$ 199,945.67
				VAT (11%):	\$ 21,994.02
				Total (With VAT):	\$ 221,939.69

COMATEC - LEBANON

For Telecommunication Services s.a.r.l
 R.C. #10145/2 - Capital 1,300,000,000 L.L.
 5th floor, Saga Bldg., Damascus Road, Saifi,
 Beirut - Lebanon. P.O. box 11-2200 Riad El Solh
 Tel: +961 1 331 781 - Fax: +961 1 331 780
 VAT Registration Number: 2542119-601



FS 798618

OHS 709081

ايصال تحصيل

24-84-11122971

رقم المعاملة 21613

سنة التكلفة	2024
نوع الضريبة	تحصيل / ضرائب غير مباشرة
الباب	رسم طابع مالي
نوع الجدول	امر قبض
رقم الجدول	1819780
تاريخ الجدول	16/07/2024

منطقة التحصيل	بيروت الموحدة
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البلدة	
رقم المراقب	
سنة الإيرادات	2024

رقم المكلف	291711
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رقم العقار	القسم

يرجى أن تقبضوا من موبائل انتريم كومباني رقم ٢ ش.م.ل

تفصيل المبلغ	القيمة
خزينة	71,590,000
غرامة تحقق	0
مجموع الضريبة	71,590,000
غرامة تحصيل	0
فائدة التحصيل	
طابع	100000
المجموع النهائي	71,690,000

ملاحظة: يرجى إبراز هذا الايصال لدي كل مراجعة

0	نزل مبلغ الخزينة بقيمة
0	نزلت غرامة التحقق بقيمة
0	خفضت غرامة التحقق بقيمة
0	خفضت غرامة التحصيل بقيمة

مبلغ وقدره واحد وسبعون مليون و ستمائة و تسعون ألف ليرة لبنانية فقط لا غير

بموجب امانة او عملية رقم 16/07/2024 تاريخ

ايضاحات عامة عن اتفاق بقيمة 67/199,940 دا

الاسم ليليان جبرائيل حمصي
التوقيع
التاريخ

معد الايصال

اعد في

23/07/2024

صالح للدفع لغاية بيروت

24-84-11122971 71,690,000

X

ايصال تحصيل

(2) رقم عملية القبض

وصلني من

موبائل انتريم كومباني رقم 2 ش.م.ل

وفق التفصيل أدناه فقط واحد وسبعون مليون و ستمائة و تسعون ألف ليرة لبنانية فقط لا غير

(3) نقداً

(4) شك 21459

71,690,000

تاريخ

2024/07/16

2024/07/03

253116

المصرف المسحوب عليه

المجموع أمين الصندوق: جبرائيل ناصر

طابع

بنك البحر المتوسط

التوقيع

مين الصندوق