

MIC2

Request for Tender

For

**Medical, Workmen's Compensation,
Group Life & PA Insurance**

For

**Mobile Interim Company 1/ Mobile
Interim Company 2 S.A.L**

Reference Number: MIC1/RFP/CFO-PRO/0050-22

Beirut-Lebanon, November 9th , 2022

Medical, Workmen's Compensation, Group Life & PA Insurance

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Medical, Workmen's Compensation, Group Life & PA Insurance**Introduction: Company's Profile**

MIC1 and MIC2, operating under the brand name Alfa and Touch respectively, are managing the Lebanese mobile networks for the benefit of the Republic of Lebanon / Ministry of Telecommunications.

Article 1: Object

Bidders as defined in article 2 hereunder are hereby invited to submit their proposal (herein referred to as "**Proposal**" or collectively as "**Proposals**") for the supply of Medical, Workmen's Compensation Group Life and PA Insurance, to the Mobile Interim Company 1/ Mobile Interim Company 2 S.A.L (herein referred to as "**MIC1 and MIC2**") who are managing both national Mobile networks for the benefit of the Republic of Lebanon.

The services required by MIC1 and MIC2 from the Bidders under the RFP (as defined in article 2 hereunder) are mentioned in Annex 1.

Article 2: Scope

This request for tender (herein referred to as "**RFP**") 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 MIC2 and have received an invitation letter from MIC1 (on behalf of both companies) to participate in the RFP.

Article 3: General Terms**3.1. Participation in the RFP process**

Bidders shall participate in the RFP process at their own risk. Such participation does not give the Bidders any grounds whatsoever for any right for compensation from MIC1 and MIC2.

The Bidders expressly acknowledge that their participation in the RFP 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 RFP process; and (ii) the performance of their obligations under the RFP 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 RFP 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 RFP 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.

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Thus, Bidders will be solely liable for and will hold MIC1 and MIC2 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 Offers

Two or more Bidders may form a consortium and submit a joint Proposal under the terms and conditions defined herein. The Proposal 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 MIC2 and performing the services under the RFP.

3.3. Cost of Tender

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

MIC1 and MIC2 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 Proposals and/ or any presentation and / or any other cost or expense incurred by the Bidders as a result of the RFP.

3.4. Proposal Ownership

Notwithstanding the ultimate outcome, all the Proposals submitted by the Bidders shall become the sole property of MIC1 and MIC2.

3.5. Proposal Errors

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

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

In the event the Proposal contains an error in cost, time or other calculations, quoted items shall prevail. In case of inconsistencies between various sections in the Proposal, MIC1 and MIC2 retains the right to select the option which shall be applied and be valid for the Proposal.

3.6. Miscellaneous

MIC1 and MIC2 reserves the right to postpone or modify the RFP, including all its terms and conditions, at any time, or to repeal the RFP, 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 and MIC2 in respect of any error or misstatement in or omission from the RFP and/ or any response to request for Clarifications (as defined in article 4 hereunder) and/ or any information or data provided by MIC1 and MIC2 in connection with the RFP.

All information regarding MIC1 and MIC2 included in the RFP and/ or any response to request for Clarifications is intended to assist the Bidders in the preparation and submission of their Proposal. This

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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 and MIC2 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 Proposal (herein referred to as "**Clarifications**") should be consolidated and submitted to MIC1 and MIC2 in 1 set. Applications for Clarifications should be submitted within a maximum of 5 calendar days from the date of issue of the RFP by MIC1 and MIC2 (herein referred to as "**Issue Date**") to:

Ms. Claudine Bedran - CLAUDINE.BEDRAN@alfamobile.com.lb

Copying :

- **Ms. Daniella Zeitouni** - DANIELLA.ZEITOUNY@alfamobile.com.lb
- **Ms. Mira Barbar** – MIRA.BARBAR@alfamobile.com.lb
- **Commercial&AdminProcurement@touch.com.lb**

MIC1 and MIC2 answers will be submitted to all Bidders after 3 calendar days starting from the date of the receipt of the Clarifications.

Bidders should not contact, directly or indirectly, MIC1 and MIC2 concerning the RFP 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:

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

Medical, Workmen's Compensation, Group Life & PA Insurance**Article 5: Presentation of Proposals**

- The technical proposal part (herein referred to as “**Technical Proposal**”) described hereafter should be enclosed in an envelope separated from the commercial proposal part (herein referred to as “**Commercial Proposal**”).
- All Proposals shall be written in English language.
- The RFP has to be reviewed thoroughly by bidders. The selected bidder, and as a prerequisite for his award, will be requested to remit back the RFP document after being initialed on all its pages.
- **All Offers shall be in US Dollars**, 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 Proposals should cover the full range of services requested under the RFP.
- 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 and MIC2.
- Bidders should submit their Proposal in a sealed envelope, with RFP 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 “RFP reference- Technical Proposal & the Bidder's name”, and should include:

- Cover Letter in 3 copies, addressed to MIC1/MIC2 showing the bidder's interest in submitting the proposal to the RFP duly signed and stamped by the authorized representative and listing the documents enclosed whether in hard or softcopy. The cover letter should also mention the names of partners (if any) that are participating under the umbrella of the bidder in question.
- 3 copies of initialed and stamped RFP document.
- 4 copies of the filled, signed & stamped “Compliance Matrix”.
- 2 copies of Bidder 's Profile
- 1 bank guarantees with a value of fresh 30,000 USD addressed to MIC1 should be presented for participation within the envelop 1
- 1 bank guarantees with a value of fresh 30,000 USD addressed to MIC2 should be presented for participation within the envelop 1

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- Insurance Company must be registered with the ACAL for the current year and 2 copies of the current license to be submitted
- Bidder must submit Annual financial statements, in 2 copies, for the last 3 years (2019, 2020 & 2021) showing the following details:
 - Total assets
 - Total Reserves
 - Written Premiums
 - Paid Claims
 - Net Profits
- The bidder must submit, in 2 copies, a list of 5 working reputable clients data and respective number of adherents; The company's experience in handling projects similar in size and/or kind. One of the said five working reputable clients must have at least 800 adherents for a minimum contractual period of three years.
- The Bidder should submit, in 2 copies, a list of the network of "Hospitals", "Out Patient", "Pharmacies" and "Physicians" in the bid presentation (Hardcopy & MS Excel Softcopy). The wider the network and with high level service providers, the better. only providers accepting the insurance cards and respecting their contract with the bidder (no additional extra payment) are to be listed.
- The bidder should confirm the reinsurance placement (if any) is in accordance with the reinsurance placement conditions of the Lebanese Ministry of Economy & Trade, Insurance control commission.
- The Bidder should provide, in 2 copies, a list of applied reinsurers and their ranking by Standard & Poors &/or Moody's (A writing evidence should be submitted by way of a clear signed and stamped Reinsurance Slip showing exact split of Reinsurance support, if any; within 10 days of the initial award of this tender).
- Bids must include, in 2 copies, details of the proposed leading Reinsurer of their treaties concerning insurance coverage of this tender, their retention and their facultative placement, if any. All should be according to the Lebanese Ministry of Economy & Trade – Insurance Control commission.
- 4 labeled CDs with the complete Technical response i.e Unpriced Policy terms & the Compliance Matrix, in MS Excel & supporting Technical documentation in WinWord or PDF format

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

5.2. Envelop 2

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

- Commercial Response to be presented as per below:

Class A- Full Hospital Network excluding AUBMC, UMC RIZK, SGHUMC & Related LABS

- 3 signed copies of filled Annex 2 A "**Annex 2 A - MIC1 2023 Premium Schedule**" and Annex 2 B "**Annex 2 B – MIC2 2023 Premium Schedule**", in its 2 sheets each – detailing the premiums of MIC1 & MIC2 policies separately.
- 3 signed copies of Annex 3 "**Optional Additional Requirements**". **Suppliers to quote separately and optionnally for each insured person.**
- 3 labeled CDs with the complete price list in MS Excel Softcopy with formulas and equations clearly applied.

The coverages of In-Hospital, Out Patient, Prescription Drugs and Doctor's Visit are as follows:

On top of the below optional additional requirements are detailed in Annex 3.

In-Hospital:

To cover employees and their dependents for medical expenses including emergency expenses incurred during the stay in the hospital, subject to no restrictions whatsoever, and for 100% Co-NIL of medical expenses.

A full hospital network is to be respected, excluding AUBMC, UMC-Rizk, SGHUMC, except for chronic cases already treated in these providers. Hospitals not accepting the insurance cards and/or not respecting their contract with the bidder (no additional extra payment) are to be removed from the network after a documented complaint.

Member enrolled in NSSF will be covered under Co-NIL plan, however NSSF pre/post approval will be provided for hospitalization costly cases.

Out Patient:

To cover employees and their dependents for diagnostic tests and treatments, which do not require hospital confinement up to 100% Co-NIL of medical expenses, from which 15% to be paid by the patient.

Unlimited number of transactions per member.

A full network shall be respected including all hospital laboratories in the out network, excluding AUBMC, UMC-Rizk, SGHUMC related labs except for chronic cases already treated in these providers. Providers not accepting the insurance cards and/or not respecting their contract with the bidder (no additional extra payment) are to be removed from the network after a documented complaint

Prescription Drugs:

To cover employees and their dependents up to 100% Co-NIL of Prescription Drugs costs, 15% to be paid by the patient.

Unlimited number of transactions per member

Chronic medicines are covered from day 1.

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A maximum decrease of 5% from the list of provided/accepted with the RFP might be tolerated. Pharmacies not accepting the insurance cards and/or not respecting their contract with the bidder (no additional extra payment) are to be removed from the network after a documented complaint.

Doctor's Visit:

To cover employees and their dependents for:

- 100% of doctor fees related to the medical services rendered by a doctor up to a maximum of 12 prescriptions per year for each insured and a maximum of USD 50 per visit.
- On top of the doctor consultation fees, the following (but not limited) diagnostic services are to be covered under out-patient scope when done in the clinic:
- Pap Smear tests to be reimbursed along with the Doctor Consultations Submission without the need for the results.
- Cardiac Echo Doppler, Arterial Doppler, ultrasonography, electroencephalogram, electrocardiogram, electromyogram, audiogram, Spirometry, cardiac stress test, evoked response.
- Small surgery and endoscopic procedures not requiring an operating room or emergency room or hospital services.

The bidder shall indicate on the form of the tender and the appropriate price schedule, the unit prices and total tender price of the services it proposes to provide under the policies. Prices indicated on the price schedule shall be the cost of the services quoted including all custom duties, taxes, cost of policies and all other taxes payable which are verified in separate

"RFP 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 Proposals

Every Bidder is bound to present its complete proposal along with all the required and additional documents as mentioned in the RFP, to MIC1 premises at the latest **15 days** from the date of the RFP publication on the Public Procurement Authority (herein referred to as "**Closing Date**") for the attention of:

Mobile Interim Company 1
Procurement Department
Attention : **Claudine Bedran**
Office : +961 3 391 000 - Fax: +961 3 391 620
Email : claudine.bedran@alfamobile.com.lb
Address:
Parallel Towers, 17th floor, near Freeway Center, Dekwaneh, Beirut.

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P.O.B: 55-534 Sin El Fil.

MIC1 and MIC2 may, at its own discretion, extend the Closing Date for the submission of Proposals 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 Proposal

The Proposals submitted by the Bidders shall be commercially 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 AND MIC2 (herein referred to as "**Period of Validity**").

Any Proposal valid for a shorter period may be rejected by MIC1 and MIC2 at MIC1 and MIC2'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 Proposal.

No proposal 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.

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- In cases of doubt, during the evaluation of the offer by MIC1 and MIC2 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 Proposal to the RFP will form an integral part of any potential PO/ contract signed with the Bidder.
- The Compliance Matrix will be analyzed by MIC1 and MIC2 in detail and the compliance statements will be used within the RFP scoring model.
- In case the offer states "Compliant" to a MIC1 and MIC2 requirement and the analysis of the solution shows that there is no full compliance, such statement will be scored as "Non-Compliant" and an additional penalty score will be applied.
- In case the Proposal states "Compliant" to a MIC1 and MIC2 requirement while not specifying any reference, such statement will be scored as "Non-Compliant" and an additional penalty will be applied.
- **All specification listed as killer points should be all fully compliant otherwise, an immediate disqualification will be applied.**
- Bidders should not offer alternatives to the bid specifications; however, in case offering other options it should be clearly stated and detailed in the offer and in the Compliance Matrix

If at any stage during the evaluation of the Compliance Matrix it becomes obvious to MIC1 and MIC2, that the solution offered by the Bidder substantially deviates from the requirements as defined in this RFP, such Proposal will be disqualified at both companies' 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 MIC2 and modification of the same might be applied by MIC1 and MIC2 at its sole discretion after selection, on award level, in case the same is deemed necessary by MIC1 and MIC2.

Payments should be paid through bank transfer from a USD fresh account in 4 equal installments quarterly as follows:

- 1st installment: 25% within the 1st 30 days of inception of cover
 - 2nd installment: 25% within 3 months from 1st installment
 - 3rd installment: 25% within 3 months from 2nd installment
 - 4th installment: 25% within 3 months from 3rd installment
-
- Bidders shall submit their best and final price in **Fresh USD**

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- **Failing to send combined offer for both MIC1 and MIC2 by pricing for 1 company only will lead to immediate disqualification of bidder(s).**
- **All reimbursements for the Medical, Workmen's, Group Life & PA insurances should be made by insurer in FRESH as per MIC1 and MIC2 payment method. Insurer to mention it in the policies upon award.**
- **The three policies should be fully priced; any unpriced part will lead to immediate disqualification from the tender**
- The Insurer/Bidder needs to guarantee an on-time payments to the provided network to eliminate the risks of not accepting the insurance cards added.
- 1 bank guarantees with a value of fresh 30,000 USD addressed to MIC1 should be presented for participation within the envelop 1.
- 1 bank guarantees with a value of fresh 30,000 USD addressed to MIC2 should be presented for participation within the envelop 1.
- 2 bank guarantees with a value of 10% each of the quoted premiums should be presented upon tender award for MIC1 and MIC2 separately.
- The agreed upon prices between the selected Bidder and MIC1/MIC2 shall not be adjusted or modified within a period of 3 years as of the effective date of the policies issuance. Prices are subject to review and negotiations only if yearly loss ratio > 100.
- MIC1 and MIC2 by way of addendum has the right to modify any provision or part of the tender at any time prior to the quotation due date.
- All offers should be submitted by Bidder in Excel format, prices and values should be linked to the detailed Annex 2 A & Annex 2 B.
- Remuneration: Each Bidder and each person signing on behalf of any Bidder certifies that no person or selling agency maintained by the Bidder is allowed to 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

9.2. Delivery Penalty

- MIC1 and MIC2 has the right to use the bank guarantee, mentioned in Article 9.2, in case of any breach or violation of the RFP terms and requirement (i.e not limited to stop working with an important service provide (hospital, laboratory, pharmacy and/or physiotherapist ..) or home care, have special rules and/or processes not declared while presenting the RFP that might affect our population's services : special network for some tests/exams, internal technical rules/restrictions, having unsatisfactory 24/24 services and/or late response time for approvals near service providers...)

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- The filled Compliance Matrix as well as the Proposal are an integral part of the policy to be signed by bidder, MIC1 and MIC2 following the selection of the Bidders. Bidders 'abidance by and respect of their Proposal, is mandatory.
In case the above is not respected by the Bidder or in case the latter fails to deliver a service or requirements for which he has already inserted "Compliant" in the Compliance Matrix and included in the Proposal, then the following will be applied:
 - A penalty of 5% from the total amount of the cost will be applied for each item not delivered by the Bidder. This amount will be deducted from respective quarter payment.
 - If the penalty value exceeds the amount remaining to be paid for the project/policy, then MIC1 and MIC2 has the right to cancel the project with immediate effect and the Bidder will have to refund the total amount paid to the Bidder without the need for a prior notice or any judicial or extra-judicial proceedings.

If a service / requirement, is marked as a Killer Point (as defined in the Compliance Matrix) and the Bidder fails to deliver it upon implementation, then MIC1 and MIC2 has the right to cancel the project with immediate effect and the Bidder will have to refund the total amount paid without the need for a prior notice or any judicial or extra-judicial proceedings.

9.3. Miscellaneous

- 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 and MIC2 that covers 100% of their employees' business lines before entering into business relations with MIC1 and MIC2. If the selected Bidder does not fulfill this option at the time of project award, MIC1 and MIC2 corporate sales team will contact its representative for this purpose.

9.4. Special Conditions on the Insurance Coverage

- Bidders should provide a list of the network of "Out Patient", "Pharmacies" and "Physicians" in the bid presentation (HARDCOPY & MS Excel Softcopy).. The wider the network is, with a high level service providers, the better. only providers accepting the insurance cards and respecting their contract with the bidder (no additional extra payment) are to be listed.
- Bidders should confirm that all hospitals on the Lebanese territories with no exception, entitles for access of "In patients" adherents only hospitals accepting the insurance cards and respecting their contract with the bidder (no additional extra payment) are to be listed
- For the highest level of service expectation & Customer Service Capabilities, MIC1/MIC2 employees and their dependents would require:

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- A dedicated person/s exclusively for handling their queries and claims.
- Hotline available for all members 24/7
- On top of the hotline, available direct assistance 24/7 to HR members for urgent support when needed.
- Provide 2 Customer Satisfaction Surveys per year
Other suggestions from Bidders are also welcome.
- The successful bidder will be required to:
 - i. Confirm the award in writing within 24 hours of receipt
 - ii. Issue Cover Note for Insurances coverage required in accordance with formats to be provided by MIC1/MIC2 valid for 30 days within 6 days of award
 - iii. Issue the policy documents for all required covers in accordance with drafts to be supplied by PREMIUM – LIBAN for Insurance consultancy services prior to expiry of the Cover Note"
- Bidders should not offer alternatives to the bid specifications; however, in case offering options that differ from RFP requirements, it should be clearly stated and detailed in the offer and in the Compliance Matrix.
- Deviation from cover note formats or Policy drafts will not be permitted without the prior written approval of MIC1/MIC2 otherwise will be liable to be rejected.

Article 10: Technical Specifications

Please refer to **Annex 1 “Policies Specifications & Requirements” & Annex 3 “Optional Additional Requirements”**

Noting that all Policies Specifications & requirements are to be provided per policy period per company.

Article 11: Evaluation of Proposals

MIC1 and MIC2 reserves the right to accept or reject any or all Proposals 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 and MIC2's action.

The RFP does not bind in any way MIC1 and MIC2 which reserves the right to study the Proposals, and to conclude PO/ contract negotiations in relation to the RFP, in its totality or parts thereof, with any or several Bidders, as it sees fit and at its sole discretion. MIC1 and MIC2 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 and MIC2 or may claim any compensation from the latter based on the rejection of its Proposal or on any ground whatsoever in relation to the RFP.

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

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Although due consideration will be given to MIC1 and MIC2's general principles and criterias, including economy and efficiency, MIC1 and MIC2 does not bind itself in any way to select the Bidder offering the lowest price.

Article 12: Entering into Contract

MIC1 and MIC2 shall enter into a yearly contract with the selected Bidder for the services requested under the RFP 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 RFP.

MIC1 and MIC2 is operating the GSM Network for the benefit of the Republic of Lebanon and therefore, in case MIC1 and MIC2 enters into any contract with or issues a PO to the Bidder, this will be for the benefit of the Republic of Lebanon.

Article 13: Termination and Assignment

At any time, MIC1 and MIC2 shall have the right at its sole discretion to cancel the RFP 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 and MIC2 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 14: 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,

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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 RFP. 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 RFP.

Any time the Bidder violates such requirements and/or any direct or indirect relation between the Bidder and Israel is brought to MIC1 and MIC2's knowledge, MIC1 and MIC2 shall immediately exclude the Bidder from the RFP 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 15: Applicable Law and Dispute Resolution

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

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