

## **Cleaning Supply Agreement for MIC1 Premises**

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,

Hereinafter referred to as “**MIC1**”

and

“**Supplier**”, 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 operating one of the two national mobile networks for the benefit of the Republic of Lebanon / Ministry of Telecommunications,

Whereas “Supplier” is a company specialized in providing Cleaning Supplies related to buildings and premises,

Whereas MIC1 wishes to enter into an agreement with a company for providing its premises buildings and sites with Cleaning Supplies as detailed in Annex 1.

Whereas “Supplier” accepted to provide MIC1 with the required supplies in the locations designated by the latter according to the terms and conditions set forth in this agreement,

**Therefore**, both Parties agree to the following:

### **Article 1:     **Integrity****

The preamble above-mentioned and **Annex 1** are considered an integral part of the present agreement.

## **Article 2:     Scope of Work**

"Supplier" undertakes to execute its contractual duties by purchasing and providing the buildings, premises and sites detailed below with the needed and required Cleaning Supplies:

### **Buildings:**

- Pine Center: All floors including Alfa Store, Data Center & Archive spaces.
- Parallel Towers: All floors including Alfa Store, Canteen, Back Offices at GF level, WHSs, Technical Rooms, Data Center and NOC.

### **Regional Alfa Stores:**

- Jounieh, Jbeil, Tripoli Mina, Miniara, Bikfaya, Msaytbeh, Saida, Nabatiyeh, Chtoura, Baalback, Tyr upon deployment date.

### **PoPs:**

- Total of 31.

### **Technical Warehouse:**

- Jeita

### **Switches:**

- Libatel
- Adma
- Justice

## **Article 3:     Description and Price of Materials**

"Supplier" is required to purchase and provide the premises mentioned in Article 2 above, with all needed supplies which shall be identical to the standard materials, specifications and samples submitted and approved according to the items & quantities listed in Annex 1 of the RFT for a total amount of \$ XXX (US dollars) excluding VAT.

The above-mentioned amount shall be subject to an increase based on RFTs fees and unit prices just in case deployment of new site of MIC1 on the Lebanese territory.

## **Article 4:     Mode of Payment**

- 90% upon Purchase order receipt in LBP at market rate on payment date
- 10% after final delivery in LBP at market rate on payment date

## **Article 5:     Modification**

This agreement cannot be modified unless by addendum signed by both Parties.

## **Article 6:      Term of the Agreement**

This agreement shall come into force as of Month & Day, 2023 and shall be valid until complete delivery.

## **Article 7:      Representatives**

MIC1 and "Supplier" 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 8:      Sub-contracting**

Subcontracting all or part of "Supplier's" duties is forbidden.

## **Article 9:      Access and Discipline**

MIC1 shall provide the representative of "Supplier" with access to the site for delivery of Cleaning Supplies to MIC1 Sites.

"Supplier" shall be held responsible for its employees' behavior, discipline and any damage caused by them on site.

## **Article 10      "Supplier" 's Obligations**

1. "Supplier" shall be responsible for providing Cleaning Supplies, at a value of amount \$ XXX (US dollars) p excluding VAT, for 1 year consumption as detailed in Annex 1 of the RFT.
2. "Supplier" will be responsible for providing qualified and certified Cleaning products to MIC1 as per the agreed specifications as listed in Annex 1.
3. "Supplier" is responsible for delivering the order as per Annex 1, up to a maximum of 20 calendar days and to MIC1 warehouses.
4. "Supplier" must notify the Administration department of MIC1 immediately in case is to be changed, or failed to be delivered, for any unexpected reason. Accordingly, "Supplier" will bear the full responsibility for replacing the product to comply with the RFT specifications and submitted price list with no additional cost.  
Replaced product to be validated by MIC1, upon presenting its respective data sheet and submitting the sample.
5. All kind of communication between "Supplier" and MIC1 must via written official e-mails.

## **Article 11      Control and Penalties**

1. A penalty of 300 USD for each day of delay after the specified period for order delivery in Article 10 shall be deducted from the total amount up to a maximum of 10%
2. MIC1 will have the right to reserve/use the second LG amounting 10% of the total budget that will be submitted after tender award in case the "Supplier" did not commit to delivery all products based on approved quality and agreed upon prices. The LG will be returned to supplier after final delivery.

## **Article 12:      Termination**

In case of "Supplier" negligence, a formal notice shall be sent by registered courier to "Supplier" so that the latter remedies its negligence. If "Supplier" fails to remedy within ten (10) days, MIC1 shall be entitled to terminate the agreement immediately at the full responsibility of "Supplier" and charge back "Supplier" for any and all expenses incurred pursuant to the negligence.

MIC1 shall have the right to terminate this agreement by written notice sent to "Supplier" with immediate effect without any cause of action or recourse against MIC1 upon the request of the Ministry of Telecommunications.

In all cases, the termination shall not give "Supplier" the right to claim for any compensation of any kind and the "Supplier" hereby waves its right to file such a claim.

## **Article 13:      Assignment**

MIC1 has, under a 15-day notice delivered either by an acknowledged or notarized letter to "Supplier", an irrevocable right to assign this 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 "Supplier", as of the effective date of the assignment.

## **Article 14:      Non-Disclosure Pledge**

"Supplier" solemnly pledges and declares that all business information brought to its knowledge during the period of executing this agreement shall be kept strictly confidential for the whole period of the agreement and after one year of its termination for whatever reason. It shall not, neither directly nor indirectly, be disclosed, published, or 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 15: 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 14.2.2 it forfeits its rights under this Article 14, '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 16: Anti - Corruption**

**"Supplier"** 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. **"Supplier"** 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 17: Settlement of Disputes**

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

**Article 18:     Domiciliation**

The Parties have elected as domicile the addresses mentioned at the beginning of the agreement.

**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.

**For Mobile Interim Company 1 S.A.L.**

Mr. Jad Nassif  
Chairman & CEO

**Supplier**

Supplier name and Surname  
General Manager