

Request for Tender

For

Money Haulage Services

For

Mobile Interim Company 1 S.A.L

Reference Number: MIC1/RFT/CFO-PRO/0161-23

Beirut-Lebanon, March 6th , 2023

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Introduction: Company's Profile

MIC1, operating under the brand name Alfa, is managing the first Lebanese mobile network for the benefit of the Republic of Lebanon / Ministry of Telecommunications and is a leading mobile operator in Lebanon. Nowadays, Alfa caters for the mobile needs of more than 2M subscribers including businesses and offers a variety of services and products that fit all age groups and preferences. Alfa vision is to provide competitive telecommunications services, while maintaining the highest quality of service and upholding sustainable commitments.

Article 1: Object

Bidders as defined in article 2 hereunder are hereby invited to submit their Tender (herein referred to as "**Tender**" or collectively as "**Tenders**") for the supply of Money Haulage Services, to the Mobile Interim Company 1 S.A.L (herein referred to as "**MIC1**") who is managing one of the two national GSM networks for the benefit of the Republic of Lebanon.

The services required by MIC1 from the Bidders under the RFT (as defined in article 2 hereunder) are mentioned in appendix 1.

Article 2: Scope

This request for Tender (herein referred to as "**RFT**") is restricted to companies which are specialists in Money Haulage 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 have received an invitation letter from MIC1 to participate in the RFT.

Article 3: General Terms

3.1. Participation in the RFT process

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

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

RFT 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.

Thus, Bidders will be solely liable for and will hold MIC1 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 here above.

3.2. Joint Tender

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

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 Tender and / or any presentation and / or any other cost or expense incurred by the Bidders as a result of the RFT.

MIC1 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 Tenders and / or any presentation and / or any other cost or expense incurred by the Bidders as a result of the RFT.

3.4. Offer Ownership

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

3.5. Tender Errors

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

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

However, if a Bidder identifies, after the Closing Date, a material error, misstatement or omission contained in its Tender, it must notify MIC1 in writing within 2 days as of the date of such identification. In the event the Tender contains an error in cost, time or other calculations, quoted items shall prevail. In case of inconsistencies between various sections in the Tender, MIC1 retains the right to select the option which shall be applied and be valid for the Tender.

3.6. Miscellaneous

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

All information regarding MIC1 included in the RFT and / or any response to request for Clarifications is intended to assist the Bidders in the preparation and submission of their Tender. This 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 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 Tender (herein referred to as “**Clarifications**”) should be consolidated and submitted to MIC1 in 1 set. Applications for Clarifications should be submitted within a maximum of **7** calendar days prior to offers submission date.

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MIC1 answers will be submitted to all Bidders **4** calendar days prior to offers submission date.

Bidders should not contact, directly or indirectly, MIC1 concerning the RFT 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

Article 5: Presentation of Tenders

- The technical Tender part (herein referred to as “**Technical Tender**”) described hereafter should be enclosed in an envelope separated from the commercial Tender part (herein referred to as “**Commercial Tender**”).
- All Tenders shall be written in English language.

- The RFT has to be reviewed thoroughly by bidders. The selected bidder, and as a prerequisite for his award, will be requested to remit back the RFT document after being initialed on all its pages.
- A copy of "Supplier Compliance Form" are enclosed to this RFT for Bidders' review and reference. However, it should be noted that the selected Bidder will be requested to sign this document upon project award and prior to the PO / contract signature. This document is an integral part of the issued PO / contract and its signature is mandatory.
- The Bidders shall submit a clear and complete list of references for similar implementations / projects in a relevant environment.
- **All Tenders shall be in USD**, 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 Tenders should cover the full range of services requested under the RFT.
- 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.
- Bidders should submit their Tender in a sealed envelope, with RFT 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 "RFT Money Haulage Services", and that should include:

- A Cover Letter, in two copies, addressed to MIC1 showing the company's interest in submitting a Tender to this RFT (where the name of project as mentioned in this RFT is explicitly mentioned) signed by the authorized representative and listing the documents enclosed whether in hard or softcopy. The letter should mention the names of partners as well (if any) that are participating under the umbrella of the company in question.
- 2 copies of initialed and signed RFT
- 3 sets of the signed & stamped Compliance Matrix—in Hardcopy.
- 3 unpriced full proposal including all requirements detailed in Article 10.
- Documents requested in Article 10.3 & 10.4
- A signed copy of the enclosed draft as proof of approval on the terms & conditions
- A Letter of Guarantee (LOG) of LBP 50,000,000 from the participating bidders' bank to MIC1 is requested. This LOG is considered as a major condition for the compliance to this Tender document and selection criteria. The date of the LOG should be valid for 208 days as of submission day should be presented for participation within Envelop1; it will be returned to non-selected bidders.
- 3 labeled CDs with the complete Technical response to RFT, in WinWord, Compliance matrix in MS Excel unpriced BoM in MS Excel & supporting Technical documentation in WinWord or PDF format

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

5.2. Envelop 2

Envelop 2 is labelled by the "RFT reference- Commercial Tender & bidder name", and that should include:

- 2 sets of the complete signed and stamped commercial response to the RFT – in Hardcopy
Please make sure to use Annex 1, and quote for Option 1, Option 2, Option 3 & Option 4 seperalty
- 2 labeled CDs with the complete price list in MS Excel Softcopy with formulas and equations clearly applied along with the filled Commercial sheet - Commercial.xlsx (in case embedded within this RFT)
- Fees or prices should be communicated excluding VAT, however invoices when sent will be subject to VAT unless the bidder is not VAT registered

"RFT envelopes must be sealed with a large adhesive tape. Company stamp and signature of authorized must then follow in a way that crosses the tape"

N.B: Any bidder who fails to comply with all the requirements listed in article 3 above will be immediately disqualified.

Article 6: Time limit for Presenting Tenders

Every Bidder is bound to present its complete Tender along with all the required and additional documents as mentioned in the RFT, to MIC1, at the latest **on Tuesday March 21st, 2023 at 1 pm** for the attention of:

Mobile Interim Company 1
Procurement Department
Attention: **Daniella Zeitouny**
Office: +961 3 391 697 - Fax: +961 3 391 620
Email: daniella.zeitouny@alfamobile.com.lb
Address:
Parallel Towers, 17th floor, near Freeway Center, Dekwaneh, Beirut.
P.O.B: 55-534 Sin El Fil.

MIC1 may, at its own discretion, extend the Closing Date for the submission of Tenders by notifying all Bidders thereof in writing.

Any Tender received by MIC1 after the Closing Date will be automatically rejected.

Article 7: Period of Validity of Tender

The Tenders 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 (herein referred to as “**Period of Validity**”).

Any Tender valid for a shorter period may be rejected by MIC1 at MIC1'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 Tender.

No Tender 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 Tender 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.
 - “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.
- In cases of doubt, during the evaluation of the Tender by MIC1 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 Tender to the RFT will form an integral part of any potential PO / contract signed with the Bidder.
- The Compliance Matrix will be analyzed by MIC1 in detail and the compliance statements will be used within the RFT scoring model.
- In case the Tender states “Compliant” to a MIC1 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 Tender states “Compliant” to a MIC1 requirement while not specifying any reference, such statement will be scored as “Non-Compliant” and an additional penalty will be applied.

- For any item that is not supported and / or for which no quote exists in the Commercial Offer, the price penalty is computed by taking the highest price amongst other Bidders plus 20%.

If at any stage during the evaluation of the Compliance Matrix it becomes obvious to MIC1, that the solution offered by the Bidder substantially deviates from the requirements as defined in this RFT, such Tender will be disqualified at MIC's sole discretion with immediate effect.

Article 9: Special terms

9.1. Terms of Payment

Monthly invoices to be paid 30 days from invoice receipt.

9.2. Commercial Conditions

- Bidders to propose their best and final prices for 4 years with a split between USD & LBP. Considering that USD Fresh payment is not possible, payment will be settled in LBP at market rate on payment date.
- Bidders to quote for 4 years (split offer for each year), with the possibility to proceed with a yearly contract for one year or for up to 4 years, and with complete rights to MIC1 to launch a new RFP upon contract expiry in case supplier couldn't commit to his offered quotation. A Frame-agreement Contract will be yearly renewable in case of two conditions: same price and satisfactory experience.
- MIC1 reserves the right to negotiate with the selected Bidder all or part of the Tender as MIC1 deems convenient. In other words, MIC1 has the full flexibility to buy the full service or certain parts of it without any impact on unit rates and discount granted. It might also select different Bidders to supply different parts of the RFT's scope of work depending of its strategy and needs.
- MIC1 shall have the right to reduce or increase the number of Trips at its own discretion at any time during the duration of the present contract without any impact on the cost/trip.
- A Letter of Guarantee (LOG) of LBP 50,000,000 from the participating bidders' bank to MIC1 is requested. This LOG is considered as a major condition for the compliance to this Tender document and selection criteria. The date of the LOG should be valid for 208 days as of submission day should be presented for participation within Envelop1; it will be returned to non-selected bidders.
- Another mandatory Letter of Guarantee (LOG) from winning bidder' bank to MIC1 with a value of 10% of the quoted services should be presented upon tender award only. It should be valid for the whole contractual period.

9.3. Service Penalty

- In case of delay in the service (replacement of an agent, new assignment etc...), a penalty of 2% per day of delay shall be deducted from the total amount for a maximum of 20%.
- The filled Compliance Matrix as well as the Tender and Annex are an integral part of the Contract to be signed with MIC1 following the selection of the Bidders. Bidders' abidance by and respect of their

Tender, and more particularly on the service provided mentioned therein, and based on which the Contract is signed, is mandatory.

In case the above is not respected by the Bidder or in case the latter fails to deliver a service or a functionality needed for business purpose for which he has already inserted "Compliant" in the Compliance Matrix and included in the Tender, then the following will be applied:

If a service or a functionality or item, is marked as a Killer Point and the Bidder fails to deliver it upon implementation, then MIC1 has the right to cancel the agreement with immediate effect without the need for a prior notice or any judicial or extra-judicial proceedings

9.4. Miscellaneous

- Bidder must explicitly mention, in the Tender and the BoQ, any pre-requisite not stated within the RFT requirements and specifications and that might entail additional cost or impact while adding its respective price or the additional deliverables it needs (if not within Bidder's scope).
- 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 that covers 100% of their employees' business lines before entering into business relations with MIC1. If the selected Bidder does not fulfill this option at the time of project award, MIC1 corporate sales team will contact its representative for this purpose.

Article 10: Technical Specifications

10.1 Qualifications

In order to qualify for the bid, the Money Haulage services company should meet the following criteria:

- A minimum of 5 years' experience in the money haulage business.

The bidder shall submit the following documentations joined to the RFT technical response:

- A brief history of his company.
- A minimum of 2 clients who have the same scope of work as MIC1 within the last 2 years.
- Provide recommendation letters from at least 2 clients for whom the company has conducted similar services.
- Provide a list on the nationality and the country of origin of all the transporting agents, subject of this RFT. All agents should be Lebanese and enrolled in NSSF Proof of registration of all active employees is required.
- The bidder shall describe the professional qualifications and experience of the individuals, as well as the trainings provided. The description shall include the program, place of training (if a private school is available), training materials, frequency of sessions during the year, as well as the level of instructors. MIC1 should be informed in written whenever agents are called for a new training explaining the subject and purpose and its reflection on their job.

- The bidder shall submit personal profiles of all staff including education and past experience of the professional personnel who will be engaged in work. Security agents must be capable of reading / writing.
- All above mentioned documents should be presented in Envelop 1

10.2 Money Haulage services requirements

- 10.2.1 Proof of compliancy to the below requirements is a must. The bidder should be ready for on-site visits from MIC1's end; if after site visit the bidder didn't fulfill the expectations, he mentioned in RFT, he shall be deemed non-compliant.
- 10.2.2 The security company shall ensure money haulage from MIC1's Alfa Stores (AS) and Alfa Points of Presence (PoP) distributed over Lebanese territories as per the schedule detailed in below clause 10.3. These transports shall take place between 8:30 am and 11:00 am. Holidays are not workable days.
- 10.2.3 The security company undertakes to assure up to 5 unscheduled trips per month to any location when requested by MIC1, free of charge and according to the terms and conditions of the agreement taking into consideration a needed two-hour (2) bracket to complete. The security company shall comply as long as, at the other end, the receiving cashier is ready to execute the operation. The security company shall keep the money in safe, if for whatever reason, it has been impossible for it to complete the mission or shall return the money to MIC1 and inform it of this fact.
- 10.2.4 The security company pledges to make the schedule delivery within forty-five (45) minutes. However, any additional and un-programmed request shall be answered in about two (2) hours.
- 10.2.5 By funds or money transports, it is meant amounts of money in Lebanese currency, foreign currency or any other monetary notes.
- 10.2.6 An on-call visit could be urgently needed and communicated to the security company at the same day.
- 10.2.7 The security company shall provide MIC1, free of charge, with security Transit Bags. These bags should have high level of security to protect cash (Security adhesive closure, barcoding with serial number, writable surface, tear off receipt...).
- 10.2.8 The bidder shall confirm if the below detailed description in 10.2.10 till 10.2.17 describe in detail the strategy on how to manage the collection and delivery of currency.
- 10.2.9 At the beginning of the transport operation, the security company's designated agent shall receive from MIC1's representative one or more sealed bags, in a secure area surveyed by the Operations Manager Cash Services. The details of money are written on each money bag.
- 10.2.10 However, MIC1 cashier shall always control the identity of the security company's employees by comparing their names to the names written on a constantly updated list that is kept at MIC1's Alfa stores. This list shows the name and the photo of the security company's authorized employees. Any modification to the list of authorized

personnel shall be immediately communicated to MIC1's management.

- 10.2.11 Once the sealed bags are remitted to the security company, its employees shall issue a receipt saying that the said bags were received from MIC1's representative detailing the bags seal #, the exact money amount inside – LBP/USD, the bank name and address along with the delivery time. A copy of this receipt shall be left with MIC1's representative. Any discrepancy will be reported immediately to Alfa's Management and Security company – Cash Services.
- 10.2.12 MIC1 is solely responsible for any counterfeit money or bad checks that might get into the sealed bags. As long as the seals of the money bags are not broken or damaged this proves that the security company has accomplished successfully its mission and cannot be held responsible for counterfeit money, bad checks or lost money.
- 10.2.13 If for any given reason, the branches of the designated banks are closed or other locations designated by MIC1 are incapable of receiving the monies, the security company shall bring back the bags to MIC1's head office, **Alfa Store or PoP**. If for any reason whatsoever, it was impossible to bring the bags back to MIC1's offices, the security company shall inform MIC1 of this fact and shall keep the bags in its vault and at its own responsibility until the delivery can be made.
- 10.2.14 At the designated bank branch or location, the security company shall remit the sealed bags to Alfa's representative, who will also ensure that all containers are sealed correctly and will immediately report any discrepancy to Alfa's Management.
- 10.2.15 After making sure that the seal is not broken, which is a final proof that the mission was accomplished successfully, the cashier / receiver at destination shall sign a receipt saying that he received the sealed bags, and the mission was properly accomplished.
- 10.2.16 Once the agreement is signed, the security company shall return to MIC1 copies of its cash in transit insurance showing the extent of the coverage under which the security company is performing. This insurance shall be running through the period of the agreement.
- 10.2.17 As remuneration of the money transport service, MIC1 pledges to pay an annual amount in twelve (12) monthly installments.
- 10.2.18 The bidder shall advise on the type and number of all armored cars, and how these vehicles are designed to resist attempts on robberies / attacks. (Reinforcement of cabs, resistant glass, warning lights, sirens...)
- 10.2.19 The bidder has to describe in detail, the tracking system in his cars as well as the monitoring methods and respective functionalities (GPS system, CCTV if recordings are locally & remotely located in the control room in case the tape is stolen, retention period of recordings, 4G / LTE Mobile Connectivity, anti-tailing system).
- 10.2.20 The bidder shall advise if the vehicles are equipped with an access control system to prevent access to the truck. A detailed description regarding the operation of the access control system is required.
- 10.2.21 The bidder shall specify if all drivers have general licenses, and to advise about the

special trainings in case of emergency. Proofs of certifications are required.

- 10.2.22 The bidder shall define the weapons used during the missions and if licenses are available to carry guns.
- 10.2.23 Means of communication shall be put at the disposal of the security company agents to ensure the guards and the central operations' room. The bidder shall define if all agents are equipped with radios.
- 10.2.24 The bidder shall define if all supervisors are equipped with cellular phones in addition to the radios.
- 10.2.25 An operational control room with specialists should be available 24/7 in the security company to be able to communicate with the guards and to inform / send missions on the spot when needed.
- 10.2.26 Capacity to meet site manning capability in case of absenteeism. The bidder has to advise regarding the total number of guards and providing the number of back up when lack of agents.
- 10.2.27 Security team composition shouldn't be above 50 years by majority; the younger the agents, the better (supposedly with better education).
- 10.2.28 The bidder shall provide proof of company registration compliant with applicable international standards (ISO if available).
- 10.2.29 Insurance coverage: The bidder shall provide the NSSF numbers and related, to all agents respectively. The security company shall respect the clauses of its insurance policy. Furthermore, the security company declares that its obligations under the insurance policy shall be respected under its own responsibility.
- 10.2.30 The bidder shall advise on the time needed to deploy new resources for a new requested site: 72 hours, 48 hours, 24 hours or 12 hours. MIC1's preference is 12hrs.
- 10.2.31 Any request or modification brought to any of the security agents shall be made in writing, and all details and personal info should be sent to MIC1.
- 10.2.32 Supplier should be fully liable for the Compensation of loss, in case of failure to complete the duties by the security agents.
- 10.2.33 The Operations Room shall be equipped with:
- a. Minimum two landlines and two mobile numbers
 - b. Easy and reliable tracking system to trace all hauling cars: once destination reached, a light flash to announce the arrival of hauling car to its destination.
 - c. Radio network that covers all locations and areas including but not limited to all Alfa premises (PoPs, AS etc.). Repeaters that provide coverage throughout the Lebanese territories shall be monitored via an application to ensure the good operation and to intervene when failure occurs. The radio network, alternative to landlines and mobile network, to use upon failure of the 2 aforementioned networks; it shall also provide MIC1 with devices relevant to this network to maintain the availability of means of communication between the securing

company and MIC1.

- d. Technical team shall be at disposal 24/7 to support when needed.
- e. A secure private VIP frequency shall be used to communicate through radios with the hauling team. Only authorized agents possessing the secret code can use it.
- f. Reports of history visits regarding the money hauling team are required. An audit system that provides proof of concept: compares the manually registered report with the computerized one exported from the GPS application and highlights discrepancies.

10.3 Number of trips and schedule per location:

Please Refer to Annex 1

Article 11: Evaluation of Tenders

MIC1 reserves the right to accept or reject any or all Tenders 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's action.

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

The Technical and Commercial Tenders are opened sequentially, so that the evaluation of the Technical Tender will precede the evaluation of the Commercial one. The winner will be selected based on the combined technical and commercial evaluations.

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

Article 12: Entering into Contract

MIC1 shall enter into a contract with the selected Bidder for the services requested under the RFT 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 RFT.

MIC1 is operating the GSM Network for the benefit of the Republic of Lebanon and therefore, in case MIC1 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 shall have the right at its sole discretion to cancel the RFT 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 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, 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 RFT. 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 RFT.

Any time the Bidder violates such requirements and / or any direct or indirect relation between the Bidder and Israel is brought to MIC1's knowledge, MIC1 shall immediately exclude the Bidder from the RFT 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 RFT, shall be exclusively settled by the competent Courts of Beirut in Lebanon.

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