**Purchase of Products and Services**

**Contract of Adherence**

This Purchase of Products and Services Contract of Adherence(Hereinafter referred to as the **“Contract of Adherence”**)is made and entered into by and between:

**Mobile Interim Company No.2 S.A.L.,** a company incorporated at the Beirut Trade Register under number /1000382/, and registered at the Lebanese Ministry of Finance under the number /291711/, electing domicile at Beirut Central Building, Bloc B, Fouad Chehab Avenue, Bachoura Region, Beirut, Lebanon.

(Hereinafter referred to as “**MIC2**”)

**AND**

**……………………………………………..**, a company incorporated at the ……………………… Trade Register under number /…………………………/, and registered at the Lebanese Ministry of Finance under the number /………………………../, electing domicile at………………………, …………… Floor, ………………. Road, ……………….. Region, Lebanon, represented in this Contract of Adherence by its ……………………………………...

(Hereinafter referred to as the “**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 for the account and for the benefit of the Republic of Lebanon, and is in need to purchase Hardware and related services being: installation, warranty, maintenance and support (Hereinafter altogether referred to as the **“Hardware and Services”**) for its business needs in its commercial activity;

To this effect MIC2 has announced for a Request for Proposal (Hereinafter referred to as the **“RFP”**) to select the best supplier to supply and provide the Hardware and Services, whereas at the outcome of the abovementioned Request for Proposal, Supplier (……………………….)was selected to supply and provide MIC2 by the Hardware and Services, as detailed in specifications and prices within the submitted Proposal(s) annexed hereto as Schedule (1); and according to the terms and conditions of this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (2) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP;

MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall supply and provide the Hardware and Services to MIC2;

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

**1. The Entire Contract of Adherence**

The Preamble above, any Schedule annexed hereto and any Purchase Order issued under this Contract of Adherence shall form an integral part of this Contract of Adherence.

**2. Scope of the Contract of Adherence**

Supplier undertakes to supply and provide MIC2 by the Hardware and Services as detailed in specifications and prices within the submitted Proposal(s) annexed hereto as Schedule (1); and according to the terms and conditions of this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (2) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.

**3. Order of the Hardware and Services**

**3.1.** MIC2 shall issue a written Purchase Order(s) to the Supplier to order the Hardware and Services (Hereinafter referred to as the **“Purchase Order(s)”**).

**3.2.** The Purchase Order(s) shall be forwarded by MIC2 to Supplier through an email on the following email address: …………………………………..

**4. Supply and Provision of the** **Hardware and Services**

**4.1.** Supplier undertakes to supply and provide the Hardware and Services as ordered by MIC2 in the relevant Purchase Order(s) issued under this Contract of Adherence.

The term “supply and provide” shall mean the timely supply of the Hardware and the satisfactory and timely provision of the Services.

The term **“Preliminary Acceptance Certificate (PAC)”** shall mean a preliminary certificate issued by MIC2 evidencing that the Hardware and Services have been supplied and provided to MIC2 without being accepted yet by MIC2.

The term **“Final Acceptance Certificate (FAC)”** shall mean a certificate issued by MIC2 evidencing that the Hardware and Services have been totally supplied and provided to and accepted by MIC2.

**4.2.** Supplier undertakes and warrants that the Hardware and Services supplied and provided under this Contract of Adherence are:

* Conforming to all MIC2’s required specifications, prices and time frame as defined in the submitted Proposal(s) annexed hereto as Schedule (1) and/or in each of the relevant Purchase Orders issued under this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (2) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.
* Free of any defect whether apparent or hidden.

**4.3.** A penalty amounting to 0.5% of the total amount of each of the relevant Purchase Order(s) shall be applied on Supplier to the benefit of MIC2 for each five (5) calendar days of delay in the supply and provision of the Hardware and Services.

Such penalty amount shall be cumulative and shall be automatically deducted by MIC2 from the amount due to Supplier without the need for any legal claim or action, however it shall not exceed in no event an amount of 10% of the relevant delayed Purchase Order(s), whereas in such case (exceeding 10 %) the provisions of Article (8.2) and Article (8.3) herein shall apply.

**5. Warranty, Liability, Indemnity and Infringement**

**5.1.** Supplier warrants at its own cost and liability that the Hardware and Services are timely supplied and provided under this Contract of Adherence and conforming to the specifications and prices listed in the submitted Proposal(s) annexed hereto as Schedule (1) and/or in the relevant Purchase Order(s) placed by MIC2, and timely executed under the terms and conditions of this Contract of Adherence including its Service Level Agreement annexed hereto as Schedule (2) and to the terms and conditions of the RFP General Document and its Appendices issued by MIC2 at the time of the RFP.

**5.2.** Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the supply and provision of the Hardware and Services shall be individually and jointly responsible for the terms and conditions of this Contract of Adherence.

**5.3.** Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work hazards and emergencies, and any other rights and obligations that might arise during or in 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 the supply and provision of the Hardware and Services as well as damages caused by the Supplier’s work on site.

* 1. 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 of Adherence.
  2. Supplier will be held liable and shall indemnify MIC2:
* For any death or personal injury resulting from the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel, employees or agents or contracting parties. Supplier undertakes to settle all damages to any party whatsoever resulting therefrom without any restriction.
* For any physical damage to the tangible property of MIC2 to the extent it is caused by the acts, misconduct, negligence and/or omission of Supplier Authorized Personnel.
* For any damage and/or loss of revenue or traffic caused to MIC2 or MIC2’s existing network, for which MIC2 may be liable to the Republic of Lebanon or to any third party, whether such damage and/or loss arises out of any omission, neglect or default of Supplier during or in connection with the supply and provision of the Hardware and Services.
* Against any claim, demand, proceeding, damage, cost, charge or expense whatsoever in respect thereof or in relation thereto.
  1. Supplier shall defend MIC2 against any claim that the Hardware and Services may infringe on a patent or copyright, granted or registered in the Lebanese Territories, provided that MIC2 promptly notifies Supplier of the said claim. Supplier shall has the sole control of the defense and all the related settlement negotiations, and MIC2 shall provide the Supplier by the information and needed assistance for the defense of such claims, all on the Supplier’s full expense and responsibility.

Supplier must indemnify and hold MIC2 harmless from any payment which by final judgments in such suits may be assessed against MIC2 on account of such infringement and shall pay resulting settlements, costs and damages finally awarded against MIC2 by a court of law.

1. **Fees and Prices, Invoicing, Payment, Down Payment Guarantee, Performance Bond**

**6.1. Fees and Prices**

The fees and prices for the Hardware and Services to be supplied and provided under this Contract of Adherence shall be determined by MIC2 in each of the relevant Purchase Orders issued under this Contract of Adherence and must comply with the fees and prices as listed in the submitted Proposal(s) annexed hereto as Schedule (1).

* + 1. Supplier undertakes to adhere to the fees and prices for the Hardware and Services as listed in the submitted Proposal(s) annexed hereto as Schedule (1) all through the term of this Contract of Adherence, and must not amend for any reason whatsoever all through the term of this Contract of Adherence unless by reduction where possible.
    2. The fees and prices for the Hardware and Services as defined in Clause (6.1.) herein above shall constitute all the financial entitlements of Supplier from MIC2 for the Hardware and Services to be supplied and provided under this Contract of Adherence, and shall include all expenses that may be incurred by Supplier in this regards.
  1. **Invoicing** 
     1. **Invoicing for the Hardware including the installation services and warranty**

Any ordered Hardware by MIC2 under this Contract including its related installation services and warranty must be invoiced under the following scheme:

* 30 % of the amount of the issued Purchase Order(s) upon its notification to Supplier as per Clause (3.2) herein above,provided that Supplier submits a Down Payment Guarantee as per the terms of Clause (6.4) hereunder.
* 40 % of the amount of the issued Purchase Order(s) upon complete delivery.
* 20 % of the amount of the issued Purchase Order(s) upon the issuance of MIC2 to the Preliminary Acceptance Certificate (PAC).
* 10 % of the amount of the issued Purchase Order(s) upon the issuance of MIC2 to the Final Acceptance Certificate (FAC).
  + 1. **Invoicing for the Maintenance and Support Services**

The ordered Maintenance and Support Services by MIC2 under this Contract must be invoiced on an annual equal quarterly basis installments to be issued by the Supplier at the end of each quarter.

* 1. **Payment**

MIC2 shall settle any invoice issued under this Contract within sixty (60) days from the date of its receipt and acceptance by MIC2.

* 1. **The Down Payment Guarantee**

Upon the issuance of any Purchase Order(s) to the Supplier under this Contract of Adherence, the Supplier must submit a Down Payment Bank Guaranty in fresh currency to the order and for the benefit of MIC2, the said Down Payment Guaranty must represent 100 % (plus VAT in case applicable) of the amount of the down-payment under the relevant Purchase Order(s), and must be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, or 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 relevant Purchase Order(s).

The said Down Payment Guarantee shall provide that the issuing bank guarantees (jointly and severally with the Supplier) the payment of the amount of the Down Payment Bank Guaranty to MIC2 upon MIC2’s first request, without any objection or reservation or delay.

The said Down Payment Guarantee shall remain valid until the full delivery of the Hardware and Services ordered under the relevant Purchase Order(s).

The form and content of the said Down Payment Guarantee to be pre-approved by MIC2 prior to its issuance.

* 1. **The Performance Bond**

Within fifteen (15) days from issuing any Purchase Order(s) to the Supplier under this Contract of Adherence, the Supplier shall provide MIC2 with an “on first demand” irrevocable Performance Bond in an amount equals to 10 % of the amount of the relevant Purchase Order(s) it guarantees, to be issued by an accredited Lebanese qualified Bank listed on the Lebanese Central Bank list of Banks, or by a foreign bank that have received a credit rating of at least a “prime” investment grade (BBB or above).

The said Performance Bond shall provide that the issuing Performance Bond guarantees (jointly and severally with the Supplier) the payment of the amount of the Performance Bond to MIC2 upon MIC2’s first request, without any objection or reservation or delay.

The Guarantor shall guarantee the **timely, faithful and satisfactory supply and provision** of the Supplier to all of its obligations under this Contract of Adherence.

The Supplier shall bear all costs in relation to the issuance and provision of the said Performance Bond.

The said Performance Bond shall remain valid and effective from the date of issuance of the relevant Purchase Order(s) up to the date MIC2 issues the respective Final Acceptance Certificate (FAC).

The form and content of the said Performance Bond to be pre-approved by MIC2 prior to its issuance.

1. **Taxes, Duties and Levies**

Either party shall be liable for the taxes, duties, levies and other fiscal charges imposed on it by the Laws and regulations in Lebanon including the stamp duty.

In case the Supplier is a foreign company, it shall be liable for all applicable taxes and duties levied outside the Lebanese Territories in relation to this Contract of Adherence, as well as for the non-resident tax imposed by the Lebanese fiscal authorities on foreign companies doing business in Lebanon, therefore the amount corresponding to the Non-Resident Tax prescribed by the fiscal laws in Lebanon as well as the stamp duty will be deducted from the amount due to be paid by MIC2 to Supplier under this Contract of Adherence.

**8. Term and Termination**

**8.1.** This Contract of Adherence shall be effective as of the date of its signature herein below **(the “Effective Date”)** and shall remain valid for four (4) years thereafter.

**8.2.** This Contract of Adherence and/or any Purchase Order issued under it shall be terminated without any liability whatsoever on MIC2 under the provisions of Article (33) of the Public Procurement Law Number 244/2021 dated 19/07/2021, having Article (40) of the said Law to apply herein as well.

The damages in such case and for any case of termination shall be determined to the favor of MIC2 under the terms of the last section of Article (33) of the said Public Procurement Law.

Supplier hereby announces and declares its total awareness of the terms and conditions of the said Articles.

**8.3.** If at the time of expiry or early termination of this Contract of Adherence, the Hardware and Services ordered by MIC2 as per a given Purchase Order have not been totally supplied and provided, then this Contract of Adherence shall be deemed extended until the full supply and provision of the Hardware and Services, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for such delayed supply and provision if the delay is due to Supplier’s default.

**9. Relationship of the Parties**

**9.1.** The relationship of the Parties established by this Contract of Adherence shall be solely that of independent contractors. Nothing contained in this Contract of Adherence 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 this Contract of Adherence 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.

**9.2.** This Contract of Adherence 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 this Contract of Adherence is not a party thereto.

**10. Non-exclusivity**

This Contract is not exclusive towards any of its Parties, therefore either Party shall have the right to contract other third parties for same or similar services covered by this Contract of Adherence.

**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/documents/correspondence received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Contract of Adherence and shall not in any time disclose such information/documents/correspondence to any third party or make use of any such information/documents/correspondence for any purpose other than as required to execute the object of this Contract of Adherence.

Supplier is aware that MIC2 is entitled to disclose any information/documents/correspondence relating to this Contract of Adherence to the Republic of Lebanon represented by the Ministry of Telecommunications without obtaining Supplier’s approval.

**11.2.** The confidentiality provisions contained in this Article (11) shall survive the termination or expiration of this Contract of Adherence.

**12. Assignment**

Supplier shall not assign this Contract of Adherence, 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 this Contract of Adherence to the Republic of Lebanon or any of its designees, having given Supplier prior written notice of such assignment but without having to obtain its consent prior to such assignment.

For the avoidance of doubt, Supplier irrevocably agrees to grant MIC2 the right to assign and/or transfer and further undertakes not to challenge or oppose any such transfer or assignment provided that the Assignee shall be responsible to

Supplier for any of the obligations, liabilities, debts or charges of any kind relating to this Contract of Adherence and in existence as at the date of any such assignment.

**13. Applicable Law and Dispute Resolution**

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

**13.2** Disputes arising in connection with this Contract of Adherence shall be 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 of Adherence 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 this Contract of Adherence by means of written notice without bearing any liability whatsoever. In such case, MIC2 shall pay to Supplier the part of the terminated Purchase Order which have been fully supply, provided and accepted by MIC2.

**14.2** For the purposes of this Contract of Adherence, 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, always as defined by the Lebanese Laws and Regulations.

**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 of Adherence be construed as a continuing waiver of other breaches of the same or other provisions of this Contract of Adherence.

**16. Notices**

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any **written** 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 this Contract of Adherence to be executed in Beirut with effect as of ………………………………………………………. **(“Effective Date”)** by their respective authorized representatives in two originals copies each Party keeping one original.

|  |  |  |
| --- | --- | --- |
| |  |  | | --- | --- | | **For and on behalf of**  **Mobile Interim Company No. 2 S.A.L.**  **Salem Itani**  **Chairman General Manager**  **Nibal Matta Salameh**  **Chief Financial Officer** | **For and on behalf of**  **……………………………**  **…………………………….**  **……………………..** | |

**SCHEDULE (1)**

**SCHEDULE (2)**

**SERVICE LEVEL AGREEMENT (SLA)**

**Support Services Packages**

The Premier Support Services Package will include the below SLA terms:

* **Single point of contact through HelpDesk.**
* **Service Account Manager.**
* **Notification of software updates and patches.**
* **Bug fixes.**
* **Release updates.**
* **Patches installation****.**
* **Updates to firmware and licensed software.**
* **On-Site hardware problem diagnosis and resolution.**
* **Monthly preventive maintenance.**
* **Semi-annual system performance analysis and tuning.**
* **Annual Support Plan.**
* **Coverage 7 days a week, 24 hours a day.**
* **Response to call (2 hours).**

The response time to provide services effective the escalation time shall be as follows:

* For P1 (Critical/Emergency) incidents, response time 1 hour, restoration time 3 hours, and resolution time 6 hours.
* For P2 (Major) incidents, response time 3 hour, restoration time 6 hours, and resolution time 24 hours.
* For P3 (Non Service Impacting) incidents, restoration time 24 hours, and resolution time 5 calendar days.
* For P4 (other types) incidents, restoration time 8 hours.

**Support Infrastructure**

The HelpDesk provides a convenient one stop support contact 24 hours a day, 7 days a week. Customers may request services via multiple channels to ensure that they get instant access to support services.

In order to serve anywhere and anytime, we make available to 24 hours customer service hotline +961 ………………...

For queries, problems, comments, call this number to be connected with someone who will immediately assist or take information and have a specialist call back.

**Service Delivery Procedure**

The Helpdesk is the first point of contact for any problems, queries, and/or advice associated with the maintenance and support services provided.

Designated contact persons from customer should contact the HelpDesk for any support services related to any component of the solution implemented.

The HelpDesk is manned by a dedicated coordinator who receives customer service requests and records any problems on the HelpDesk system. A systematic procedure, described below, ensures that the relevant Customer Services staff is notified immediately to take all necessary remedial actions.

**Problem Reporting**

The HelpDesk is operational 24 hours a day, 7 days a week.

The HelpDesk coordinator assigns a HelpDesk Reference (HDR) Number that is given to the customer for reference and follow-up. Depending on the problem, the HelpDesk coordinator classifies the problem and assigns it to the appropriate support staff:

The following information should be provided at time of logging the call at the HelpDesk:

* Name
* Location
* Telephone Number
* Equipment Type
* Full description including any error codes and messages

**Priority Definition**

**Priority 1 - High Priority**

An acute problem for a group of users, or all users, causing a major interruption to normal business activities, typically:

* Main System unavailable.
* Major communication node failure or multiple node failure.
* Major degradation in system performance.
* LAN failure.
* Application software or one of its major modules unavailable.
* Virus report.
* Security incident involving suspected improper access to information system.

Problems categorized as Priority 1 require a rapid response with a sustained effort to make a temporary correction that reduces the negative effect on normal operations, until a permanent correction can be implemented. It may also require adjustments or re-configuration of Licensed Programs, which may be accomplished remotely or on-site.

**Priority 2 - Medium Priority**

A problem causing concern to a user or small group of users and affecting normal business activities, where no suitable alternative is available, typically:

* Minor communication node failure no alternative available.
* Minor degradation in system performance.
* Application programs failing to fulfill any part of the specifications.

**Priority 3 - Low Priority**

A problem causing minor concern to a user but not seriously affecting business activities, or a more serious problem but where an alternative is available, typically:

* A peripheral device failure, alternative available.
* PC/Terminal failure, alternative available.
* Minor communication node failure, alternative available.
* Application module unavailable, alternative available.

**Priority 4 - Non-Urgent**

A request to carry out work or improve or change a service at a later time, typically:

* Request for enhancements to application functionality.
* Requests to move equipment.
* Consultancy queries.
* Usage queries.

Progress against all calls is reviewed on a daily basis and, where appropriate, progress information relayed to the caller. For Priority 1 and 2 calls, feedback is given every 2 hours. Call originators are provided with information on request on progress by quoting the HDR number.

**Problem Life Cycle**

At any point in time the problem will have a status value which indicates, in general terms, the point in its life cycle that the problem has reached. These status values are indicated in the following table:

| **Status** | **Life Cycle Point** |
| --- | --- |
| **Open** | Call is logged and HelpDesk Reference Number (HDR) is issued to Customer |
| **In-Hand** | A Customer Services engineer has taken charge of the problem for investigation |
| **Sign-Off** | Problem has been resolved, awaiting confirmation from user that the problem has been satisfactorily resolved |
| **Waiting** | Before work can continue an action needs completing by external resources (e.g. waiting for spares or a software patch from the manufacturer |

**Problem Escalation Procedure**

Whenever a problem is logged at the HelpDesk, after initial assessment, it is classified and assigned a priority, as described above, and according to the classification and impact assigned to the appropriate support staff. The support staff calls the customer who reported the problem for further clarification on the problem. The engineer first tries to solve the problem over the phone, if this is not possible he attends to the problem on-site.

The first-line support staff are capable of resolving most problems at customer sites. In special circumstances, a systematic procedure ensures that problems are escalated immediately to second-line support staff for expert advice and assistance.

In order that problems are fixed as quickly as possible and so that there is a satisfactory level of awareness of problems that remain outstanding, levels of escalation apply. This ensures that, as problems remain unresolved, the status of the problem is visible to increasingly higher levels of customer and management. These people investigate the problem to ensure that sufficient resources are allocated to resolve it.

Note that these procedures do not apply to problems with a status of ‘Waiting’. These are problems that are no longer impacting service, but have a lower priority action remaining that needs to be completed before the call can be cleared. Waiting calls are monitored separately to ensure that they do not remain at this status for an unnecessarily long time.

**PROBLEM RESOLUTION**

Once a problem is resolved to the satisfaction of the customer, an Incident Report is generated by the support engineer and signed by the customer.

The HelpDesk Coordinator will close the incident only when a customer signed incident report is received.

Once the problem is closed the status is changed to Cleared, effectively closing the incident.