

REQUEST FOR QUOTATION (RFQ):

PC AND LAPTOPS

MOBILE INTERIM COMPANY NO.2 S.A.L.

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1. PREFACE

Mobile Interim Company No. 2 S.A.L. (Hereinafter “MIC2”) is a joint stock company registered at the Commercial Register of Beirut under No. 1000382; it is operating the Second Mobile Network in Lebanon for the benefit and for the account of the Republic of Lebanon.

In the context of operating the second mobile network in Lebanon, MIC2 recently initiated a project aiming for the supply of PCs and Laptops. Accordingly, MIC2 is putting the Project for Tender.

The primary objective of this RFQ is to select the bidder(s) for the supply of PCs and Laptops as defined herein.

The key objective of this RFQ is to select the bidder(s) with:

- A clear understanding of the pricing model offered by the selected bidders.
- A clear understanding of the benchmarking mechanism proposed by the selected bidders.
- A demonstration of the bidders’ qualification and ongoing commitment to MIC2.

The potential business opportunity that MIC2, is seeking out of this tender process is to select the bidder(s) that fits its requirements and that will ultimately sign with MIC2 a Contract that will govern the execution of the Project.

Bidders receiving this Request for Quotation (RFQ) are construed as having the minimum requirements in terms of necessary experience and equipment and are therefore targeted on individual criteria. Therefore, bidders are not allowed to assign this RFQ or the submission of the RFQ Response to any Third Party.

This tender has been prepared by MIC2 and its content is confidential and is for the exclusive use of the bidders for the purpose of this Tender exclusively. No person is authorized in connection with this tender to give any information or to make any representation.

MIC2 shall deem confidential any information it receives from the Bidders and may only disclose same to the Lebanese Ministry of Telecommunications.

MIC2 reserves the right to reject any submitted offer(s) or to discontinue the tender at any time and for any reason without any justification and without any liability on its part and shall not be deemed abusive in the performance of its rights.

MIC2, upon its discretionary authority, reserves the right to select different bidders to supply different parts of this RFQ scope of work or to only select a certain number of components or equipment or a certain service out of the bidder’s offer, depending on its strategy and needs.

MIC2 reserves the right to halt the execution of this RFQ at any time and in any phase, momentarily or definitely, without being liable for any compensation or indemnity to the Bidders.

2. PROJECT REQUIREMENTS

2.1 Scope of Work

The Supplier shall supply PCs and Laptops as per the detailed requirements in Appendix 1 (Bill of Quantity)

2.2 Vendor Documents

The Bidder shall have a registered Business in Lebanon and shall provide the following documents:

- Up-to-date commercial circular (less than 3 months old)
- VAT Certificate
- MoF Registration Certificate
- If the same Shareholders or Partners have the authority to make decisions in respect of the activities and the business of two or more companies, we can only accept one of the companies to bid per module. Otherwise, both companies will be disqualified.

2.3 Quotation scope

The Bidder's quotation will include the below:

- A clear commercial offering as per the enclosed BoQ (Appendix 1)
- Pricing Schedule: Pricing Schedule shall include the following price information for each Product and/or Service proposed as stated in Appendix 1:
 - Unit Price
 - Global Price (all items are inclusive)
 - Discount percentage applicable on the unit prices.
 - The final invoices must be based on the exact quantities approved by MIC2.

3. RULES OF TENDER

3.1 Phase 1: Submission of Offers

Bidders who have received this RFQ and its attachments shall submit their offers as per below:

- Bidders shall submit their Offers within a period of 10 working days as of the receipt of the RFQ Documents.
- All offers shall be addressed to MIC2. All offers shall be delivered to "MIC 2" by hand in a sealed envelope to:

***Procurement Office
Mobile Interim Company No.2 S.A.L.
Beirut Central, Touch Building, Bloc B 8th floor,
Fouad Chehab Avenue, Bashoura Region,
Beirut, Lebanon***

- Prior to submitting the Offers, Bidders are entitled to submit to MIC2 all valid questions pertaining to this Tender within a period of 5 working days of receiving the tender documents.
 - a. A consolidated response to all Valid Questions will be distributed by MIC2 to the Bidders within 1 day from all Questions submission by all the Bidders.
- RFQ envelope must be sealed with a large adhesive tape. Company stamp and signature of authorized must then follow in a way that crosses the tape.

4. APPENDICES

1. Bill of Quantity

5. TERMS AND CONDITIONS

Here below, the general conditions are defined as well as the terms followed by MIC2 for the exclusion from and/or cancellation of the tender, along with the post-selection phase conditions.

5.1 General Conditions

Defined below are a set of general conditions MIC2 has set for the proper and clear understanding of the responsibilities the bidders shall be informed of.

- 5.1.1.** MIC2 shall not be responsible for any costs incurred by Bidders in responding to this RFQ and shall not be under any obligation to any recipient whatsoever with regard to the subject matter of this RFQ.
- 5.1.2.** All aspects of the RFQ responses provided will form the basis for the contract adopted by MIC2 and that will ultimately be signed with the selected Bidder(s) and that the responses thus need to be legally binding statements of capability and qualification. The participation in the tender constitutes a final acceptance by the bidder whom will be awarded the contract that its obligations shall not exceed those obligations arising from its technical and commercial offers.
- 5.1.3.** It is the Bidder's responsibility to ensure that all calculations forming part of its RFQ response are correct at the date of submission. MIC2 is not bound to accept amendments to the Bidder's response after the closing date.
- 5.1.4.** It is the Bidder's responsibility to ensure that a full appreciation, understanding and comprehension of the services required, stated or implicit have been achieved prior to RFQ submission. No claims will be accepted for items that arise from the Bidder's failure to meet these requirements.
- 5.1.5.** By submitting a response to the RFQ the Bidders agree to adhere to all the conditions laid out in this RFQ and the attached appendices.
- 5.1.6.** By submitting a response to this RFQ, the Bidders must abide to the technical requirements that are stipulated in the RFQ. In other words, the Bidders, upon confirming their compliance to the technical requirements of the RFQ, will incur solely ALL cost if not mentioned in their commercial offer. It is therefore the duty of the Bidders to make sure that all requirements, offered features and compliancy to technical specifications are quoted in their commercial offers.
- 5.1.7.** Approval of assumptions by MIC2 shall not be construed in any way as a waiver of MIC2's rights under this RFQ as per the contract that will ultimately be signed with the selected bidder, nor as relieving the selected bidder of the timely and satisfactory execution by the selected Bidder of its contractual obligations.
- 5.1.8.** The project assumptions included in the selected bidder's RFQ response, and regardless of the approval of the assumptions by MIC2, shall not serve to the selected Bidder as a justification for any delay or deficiency in the performance of its obligations under this RFQ. The assumptions shall not be construed in any way as

relieving the selected bidder from its full liability for any deficiency, delay, non-execution of its obligations.

5.1.9. By submitting a response to this RFQ, the Bidder confirms that it has not:

- a. Communicated to any third party the amount or approximate amount of the prices in its RFQ response (except where obtaining quotations necessary for the preparation of the response or for insurance purposes where the same is carried out in accordance with the terms of any confidentiality agreement entered into by MIC2 and the Bidder);
- b. Entered into any agreement or arrangement with any other person that causes that person to refrain from submitting a response to this RFQ or alter the content or amount of its response;
- c. Offered/paid/given/agreed to pay any sum of money or valuable consideration (directly or indirectly) to any person to do/cause to do the activities herein above in relation to a third party's response to this RFQ or proposed response; or;
- d. Offered/ paid/ given/ agreed to pay any officer, employee, agent or other representative of MIC2 any gift or consideration of any kind as an inducement or bribe to influence its decision in this tendering process.

5.1.10. If Bidder is found (or is reasonably suspected) to be in breach of any of the above general requirements, MIC2 may cease consideration of the Bidder's Offer (in accordance with section 5.2.4 of this document), or if bidder is already selected, an immediate termination to the Contract will be done on the full responsibility of the Bidder, such termination being without prejudice to any other remedies which may be available to MIC2.

5.2 Exclusion from the Tender

MIC2 defines below a set of key rules for the exclusion of any Bidder from the tender. These rules shall be not questionable at any point or for any case.

5.2.1. MIC2 reserves the right to disqualify any Bidder at any time during the selection process without justification, without any liability on its part and without being deemed abusive in the performance of its rights.

5.2.2. Failure to respond in the required manner or by the due date could lead to the Bidder's Offer being excluded.

5.2.3. Immediate disqualification of the Bidder in case any commercial offer, prices or additional discounts are provided by any means (email, envelope, etc...) after the submission of the RFQ responses, unless officially requested by MIC2. Therefore it is the Bidder duty to provide the best commercial offer along with any discount in their RFQ commercial response.

5.2.4. Failure to comply with the timelines specified in this tender process and in the RFQ in general, will lead to exclusion of the Bidder from the tender on the Bidder's full responsibility.

5.2.5. Breach of confidentiality obligation with regards to this RFQ and tender directly or indirectly will lead to immediate exclusion of the RFQ.

5.2.6. If a Bidder is in breach of one or more of the tender process rules, terms and conditions, MIC2 may at its sole discretion exclude the Bidder of the tender by giving the Bidder a notice with regards to the Bidder's exclusion.

5.3 Cancellation of the Tender

MIC2 is entitled to cancel the tender with immediate effect without any indemnity or justification due to the Bidder(s) as a result of this cancellation. The Bidder(s) is then solely responsible for all expenses incurred for the purpose of this tender.

5.4 Amendments and Interpretation

MIC2 can at any stage modify or add any terms to this RFQ in the form of written addendum issued to all recipients.

5.4.1. MIC2 reserves the right at its sole discretion, and as it deems appropriate, to modify at any time, any of the terms and conditions set herein without justification, including but not limited to the following:

- A.** To take any action, including the delivery of supplemental information in respect to this RFQ, in order to meet the objectives of the project.
- B.** To suspend the tender process at any time and for any reason without any justification or compensation whatsoever.

- C. To extend the deadlines at MIC2's sole discretion, however, this clause shall not be construed in any way as providing the Bidders the right to request the extension of any of the deadlines stated herein for whatsoever reason.
- 5.4.2.** MIC2 shall give written notice of any addendum issued to all recipients of this RFQ. However, MIC2 shall not be responsible for any Bidder's failure to receive any addendum. It is the Bidder's sole responsibility to ascertain prior to submittal, that any addendum issued to this RFQ has been received.
- 5.4.3.** No verbal changes or interpretations of the provisions contained in this RFQ will be valid or binding on MIC2. Written addendum will be issued, by MIC2, when changes, clarifications, or amendments to the RFQ are deemed necessary.

5.5 Post-Selection Phase Conditions

MIC2 defines below a set of post-phase selection conditions that the Bidder(s) needs to be aware of for the proper understanding of its responsibilities:

- 5.5.1.** This RFQ is not an offer to enter into an agreement with any party, but rather a request to receive offers from bidders interested in providing the services outlined in the attached Appendix (1) hereinafter. Such offers shall be considered and treated by MIC2 as offers with commitment to enter into an agreement if approved by MIC2 and as per the terms and conditions defined by MIC2. MIC2 may reject all offers, in whole or in part, and/or enter into negotiations with any party to provide such services.
- 5.5.2.** The Offer submitted by the selected bidder is for the selected bidder an offer with commitment. Thus, the bidder's offer shall remain open for a minimum period of 4 months from the Final Selection Date and should not be withdrawn if the 4 months period expires during negotiations between Selected Bidder and MIC2 (if any) or between MIC2 and the Republic of Lebanon.
- 5.5.3.** Whereas the selected bidder acknowledges having been notified about the technical requirements (Appendix 1), bidder shall be fully and solely responsible to integrate the new systems into the operational network in a way that ensures no intact on the stability and continuity of the network.
- 5.5.4.** The bidder(s) undertakes to use all needed endeavors, experience and resources for the deployment, execution, and field support of this project. This must be reflected on the qualifications and skills of its team and the activities, processes, reporting, management, performance, etc... of the project.