

Request for Tender

For

EPC & NMS Modernization HW

For

Mobile Interim Company 1 S.A.L

Reference Number: MIC1/RFT/CFO-PRO/734-23

Beirut-Lebanon, February 16th, 2024

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Introduction: Company's Profile

MIC1, operating under the brand name Alfa 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 offers (herein referred to as "**Tender**" or collectively as "**Tenders**") for the supply of HW dedicated to be used for EPC and NMS solution, to the Mobile Interim Company 1 S.A.L (herein referred to as "**MIC1**") who is managing one of the two national Mobile 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.

This tender process is subject to the provisions of Public Procurement law (PPL) no. 244 dated 19th July 2021.

Article 2: Scope

This request for tender (herein referred to as "**RFT**") is restricted to companies which are specialists in providing HP or DELL products 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 hereabove.

3.2. Joint Offer

Two or more Bidders may form a consortium and submit a joint offer under the terms and conditions defined herein. The offer 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 offer 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 offers 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. Offer Errors

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

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

However, if a Bidder identifies, after the Closing Date, a material error, misstatement or omission contained in its Offer, it must notify MIC1 in writing within 2 days as of the date of such identification.

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

3.6. Miscellaneous

MIC1 reserves the right to cancel, postpone or modify the RFT, including all its terms and conditions, at any time before the bid assignment, or to repeat the RFT, at its absolute discretion, under the provisions of Article 25 of the Public Procurement Law n0. 224 dated July 19th 2021, without incurring any liability towards the Bidders and/ or any third party. No offers will be opened after the bid cancellation decision. 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 Offer. 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.

Bidders have the right to object as per article 103 of the PPL no.244/2021.

Article 4: Clarifications

4.1. General Terms

Clarifications needed by the Bidders to prepare the Offer (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 10 calendar days before the Closure Date of the RFT set by MIC1.

to:

Ms. Hala Chamseddine - hala.chamseddine@alfamobile.com.lb

Copying:

danielle.saliba@alfamobile.com.lb & charbel.merhi@alfamobile.com.lb

MIC1 answers will be submitted to all Bidders after **6** calendar days before the Closure Date of the RFT set by MIC1.

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:

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

Questions should be "serious and valid". This means that any inquiry should be in connection with the subject of this Tender and the response to which could be of impact on the offer to be offered by the Bidder. MIC1 upon its discretionary authority shall determine if the questions are serious and valid, and subsequently whether or not a response shall be given.

Failure to submit serious and valid Questions will be considered as an attempt to delay the tender process and MIC1 will have the right to ignore such Questions without any justification.

Article 5: Presentation of Offers

- The technical offer part (herein referred to as "**Technical Offer**") described hereafter should be enclosed in an envelope separated from the commercial/financial offer part (herein referred to as "**Commercial/Financial Offer**").
- All Offers 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.

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- A copy of “Alfa Security Terms & Conditions for Third Party “and “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 these documents upon project award and prior to the PO / contract signature. These documents are an integral part of the issued PO / contract and their signature is mandatory to execute / implement any solution in MIC1 network.
- The Bidders shall submit a clear and complete list of references for similar implementations / projects in a relevant environment.
- **All Offers shall be in US Dollars / Lebanese Pound**, 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 Offers 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 Offer 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 reference- Technical Offer & the Bidder ‘s name”, and should include:

- A cover letter, in two copies, addressed to MIC1 showing the Bidder’s interest in submitting the Offer to the RFT (where the name of project as mentioned in this RFT is explicitly mentioned) duly signed and stamped by the authorized representative and listing the documents enclosed whether in hard or soft copy. The cover letter should also mention the names of partners (if any) that are participating under the umbrella of the company in question.
- Thus, the technical submission should be limited to the cover letters (2 copies) and the sheet special terms (2 copies) within the attached document named “Compliance matrix- incase it is part of this RFT and shared by MIC1 in the invitation email”.
- The complete version of the filled compliance matrix is not needed in hard copy, only on CD in both excel and PDF versions including bidder logo.
- The cover letter, however, should confirm that, in case selected, bidder commit to deliver according to the complete compliance matrix submitted as part of the technical response on the CD.
- No need to share a hard copy version of the executive summary or technical solution; it can be only part of the technical submission on CD.
- 3 labeled CDs with the complete Technical Offer to RFT, in WinWord, Compliance Matrix in MS Excel and in PDF format with company logo, unpriced BoM in MS Excel & supporting technical documentation in WinWord or PDF format.

- A Bid Bond amounting 5,000 USD from the participating bidders' bank to MIC1 is requested. This bid bond is ruled by article 34 of the Public Procurement Law dated July 19th, 2021 and is considered as a major condition for the compliance to this Tender document and selection criteria. The validity of the Bid Bond should be for 208 days as of offers submission date (shall exceed the Offer's validity by 28 days as per article 4.2.17. The Bid Bond can be provided as LG from bidders' bank or in Cash, or banker's cheque.

N.B: No prices even Free of Charge (FoC) term shall be mentioned in the technical offer envelope whatsoever.

All submitted documents should be Signed and Stamped by bidder.

5.2. Envelop 2

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

- 2 copies of the Commercial/Financial offer **summary** showing the **high-level** deliverables and their prices (**detailed pricing / BoQ should be included as soft copy on CD only**) duly signed by the authorized signatory and stamped –in Hardcopy. Thus, the commercial/financial submission should be limited to the summary sheet (2 copies); all remaining sheets and detailed BoQ should be put on the CD.
- 2 labeled CDs with the complete price list in MS Excel Softcopy with formulas and equations clearly applied along with the filled commercial sheet.
- **Each bidder should offer within his proposal 3 years support free of charge (FoC) while quoting for year 4 and 5 separately.**

"RFT envelopes must be sealed with a large adhesive tape. Envelop must hold RFT Reference and title without mentioning the bidder's name".

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 Offers

Every Bidder is bound to present its complete offer along with all the required and additional documents as mentioned in the RFT, to MIC1, at the latest **by Tuesday March 12th, 2024 at 10:00 AM** for the attention of:

Mobile Interim Company 1
Procurement Department
Attention: **Ms. Hala Chamseddine**
Office: +961 3 391 000 - Fax: +961 3 391 620
Email: hala.chamseddine@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 Offers by notifying all Bidders thereof in writing.

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

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Article 7: Period of Validity of Offer

The Offers submitted by the Bidders shall be commercially/financially 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 Offer 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 Offer.

No offer 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.
- In cases of doubt, during the evaluation of the Offer 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 Offer 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 assessment model.
- In case the Offer states “Compliant” to a MIC1 requirement and the analysis of the solution shows that there is no full compliance, such statement will be assessed as “Non-Compliant” and an additional penalty will be applied.

- In case the Offer states “Compliant” to a MIC1 requirement while not specifying any reference, such statement will be assessed 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/Financial Offer, the price penalty is computed by taking the highest price amongst other Bidders.

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 Offer will be disqualified at MIC’s sole discretion with **immediate effect**.

Article 9: Special terms

9.1. Terms of Payment

The following payment terms should be applied:

- 50% down payment.
- 40% on delivery and PAC, 45 days from invoice receipt.
- 10% on FAC, 45 days from invoice receipt.

All payment should be done cash in LBP at market rate.

9.2. Commercial/Financial Conditions

Bidders shall submit their best and final price. **No negotiations shall be made after offers submissions.**

- MIC1 reserves the right to negotiate with the selected Bidder all or part of the Offer as MIC1 deems convenient. In other words, MIC1 has the full flexibility to buy the full scope of the Offer 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 on its strategy and needs.
- A Bid Bond from the participating bidders’ bank to MIC1 with a value of 5,000 should be presented for participation within envelop 2. The validity of this LG should be for 208 days as of offers submission date; it will be returned to non-selected bidders.
This LG will be returned to selected bidder after submission of the Performance Bond mentioned below.
The Bid Bond is ruled by the article 34 of Public Procurement Law 244 dated 19 July 2021. It can be provided as LG from bidders’ bank or in Cash, or banker’s cheque.
- Another mandatory Performance bond from winning bidder’ bank to MIC1 with a value of 10% of the quoted services should be presented upon tender award only within 15 days from contract start date.
- The performance bond shall remain valid and effective from the date of issuance up to the contract expiry date.
- The Performance Bond is ruled as by the article 35 of Public Procurement Law 244 dated 19 July, 2021.

- The bidder is not allowed to introduce any new technical offer in the commercial envelop which will be considered a subject to disqualification.
- Fees submitted by bid winner will be announced on PPA website following tender award as per Public Procurement Law requirements.
- Any subcontracting scope by the bidder shall be clearly indicated in the offer. Bidders should not in any way subcontract more than 50% of the bid scope inline with Clause 30 of PPL.

9.3. Delivery Penalty / Liquidated Damages

- In case of delay in the delivery, a penalty of 0.75% per day of delay shall be deducted from the total amount for a maximum of 20%.
- The filled Compliance Matrix as well as the Offer and BoQ are an integral part of the PO to be issued by MIC1 following the selection of the Bidders. Bidders 'abidance by and respect of their Offer, and more particularly on the delivery date mentioned therein, and based on which the PO is issued, is mandatory.

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

- A penalty of 5% from the total amount of the project cost will be applied for each feature/functionality or item.
- Not delivered by the Bidder. This amount will be deducted from the final acceptance payment.
- If the penalty value exceeds the amount remaining to be paid for the project, then MIC1 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 feature, functionality or item, is marked as a Killer Point (as defined in article 11 below) and the Bidder fails to deliver it upon implementation, then MIC1 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.

9.4. Project Implementation

It is the Bidders' sole responsibility to make sure that the environment in which the equipment will be installed is ready and provides all prerequisites needed. If deemed necessary, the Bidders can perform a site survey to enable them to include all the needed equipment and accessories in the bill of materials (herein referred to as "**BoM**"). Additional cost or delay due to any missing equipment, accessories or software, customization, licenses, services and training needed for the proper operation of the ordered material, and which was not taken into account in the offered BoM will be solely borne by the selected Bidder.

Each bidder should present within his technical and commercial proposals the detailed project implementation plan (PIP) for the required scope within this RFT.

9.5. Miscellaneous

- Bidder must explicitly mention, in the Offer and the BoQ, any prerequisite 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.
- The bidder to any tender launched by Alfa should declare any relative relations with any Alfa employee up to the 4th degree under Clause 30 of the PPL, for MIC1 to be able to assess the existing of any potential conflict of interests which may lead to deprive the bidder from participating to the tender under the risk of disqualification,
- The bidder will be automatically disqualified in two cases according to Clause 8 of PPL: in case of bribery or corrupted activity or conflict of interest.

Article 10: Technical Specifications

Refer to enclosed Annex 1

Article 11: Health, Safety and Environmental Specifications

To ensure that the proposed products and services bidders are compliant with HSE culture, bidders should state basic HSE specifications and compliance information:

- Bidder shall provide the product's specifications that have an environmental impact (power consumption, gas emissions, etc...)
- Bidder shall provide the product specifications that contribute into preserving the environment (made of recycled material, ozone friendly, low volatile organic compounds, etc...)
- Bidder shall provide the product's specifications that contribute towards the health and safety of the users (ergonomic design, safety features, etc)
- Bidder shall state the safety measures being followed by personnel performing the work on Alfa's sites (ISO45001 certification, specific best practices, etc...)
- Bidder shall provide the product's life cycle data if available.

Article 12: Evaluation of Offers

MIC1 reserves the right to accept or reject any or all Offers 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 Offers, 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 Offer or on any ground whatsoever in relation to the RFT.

The Technical and Commercial/Financial Offers are opened sequentially, so that the evaluation of the Technical Offer will precede the evaluation of the Commercial/Financial one. Bidder selection is based on the combined results of the 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 13: Entering into Contract

MIC1 shall enter into a contract with the selected Bidder for the services requested under the RFT and 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 Mobile 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 14: 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 15: Boycott of Israel Requirement (K)

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 16: 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.