

Request for Tender

For

Toners & Data Tapes

For

Mobile Interim Company 1 S.A.L

Reference Number: MIC1/RFT/CFO-PRO/0157-22

Beirut-Lebanon, November 8th, 2022

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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 Toners & Data tapes, to 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 Toners & Data tapes (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 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 ____ 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 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 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.

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 **5** calendar days from the date of issue of the RFT by MIC1 (herein referred to as “**Issue Date**”) to:

non-technicalpurchases@alfamobile.com.lb

MIC1 answers will be submitted to all Bidders after **2** calendar days starting from the date of the receipt of the Clarifications.

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

Article 5: Presentation of Offers

- All Offers shall be written in English language.
- The RFT must 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.
- All Offers shall be in US Dollars, 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).
- 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- Commercial Offer & the Bidder 's name", and should include:

- 2 copies of the **priced Annex 1 in all its sheets** duly signed by the authorized signatory and stamped –in Hardcopy.
- 2 labeled CDs with the complete price list in MS Excel Softcopy with formulas and equations clearly applied

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

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 and required samples as mentioned in the RFT, to MIC1, at the latest **on November 30th, 2022 at 12 pm**, (herein referred to as "**Closing Date**") for the attention of:

Mobile Interim Company 1
Procurement Department
Attention : **Claudine Bedran**
Office : +961 3 391 000 - Fax: +961 3 391 620
Email : claudine.bedran@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.

Article 7: Period of Validity of Offer

The Offers submitted by the Bidders shall be commercially/financially 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: Special terms

8.1 Terms of Payment

The below describes the minimum payment requirements which are based on a careful analysis of the solution components and required deliverables. However, such minimum payment requirements are not in any way binding to MIC1 and modification of the same might be applied by MIC1 at its sole discretion after selection, on PO or contract level, in case the same is deemed necessary by MIC1.

Payment shall be made cash in LBP at market rate on payment date prior to delivery

8.2 Commercial/Financial Conditions

- Bidders shall submit their best and final price.
- 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.
- All defected or not original Toners and Data tapes should be returned or replaced within one-week period time.

8.3 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 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 9: Specifications

Attached list of Toners & Data tapes (Annex 1)

Article 10: 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.

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

Article 11: Entering into Contract

MIC1 shall enter into a contract with the selected Bidder for the supply 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 12: 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 13: 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.