

	Compliance Matrix		Reference Number		SF/RPM/019
			Owner		TCF-RPM
			Revision Code		1.1
			Implementation Date		
Project Name:Property All Risk, Public Liability & Political Violence Including War insurance Policy -2024-2025					
Reference Number: MIC1/RFT/CFO-PRO/0143-24					
Article	Requirements	Killer Point	Fully Compliant	Non-Compliant	Reference (Specify document & page nb)
Article 1	Object				
	Bidders as defined in article 2 hereunder are hereby invited to submit their proposal (herein referred to as "Tender" or collectively as "Tenders") for the supply of Property All Risks, Public Liability & Political Violence including War insurance coverage, 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 RFP (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 19 th July 2021				
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				
	A copy of "Supplier Compliance Form" is 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 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 Risks, Political Violence and Third Party Liability premiums 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). 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 three 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.				
	3 copies of the complete version of the filled compliance matrix stamped and signed, and on CD in both excel and PDF versions including bidder logo				
	3 labeled CDs with the complete unpriced Technical Offer to RFT detailing policies terms & conditions, in WinWord, Compliance Matrix in MS Excel and in PDF format with company logo, & supporting technical documentation in WinWord or PDF format				
	1 copy of signed & stamped RFT document.				
	Insurance company must be registered with the ACAL for the current year and copy of the current license to be submitted.	K			
	All participating insurance companies should be in compliance with the Lebanese insurance laws, rules and regulations in force at the time of submitting their bids. Proper documentation should be presented in this regards.	K			
	The company's experience in handling projects similar in size and / or kind, and a list of 5 working reputable clients data.				
	List of applied reinsurers and their ranking by Standard & Poors & / or Moody's duly signed.				
	Annual audited accounts for the last 2 years.				
	The Due Diligence of the participating company				
A Bid Bond from the participating bidders' bank to MIC1 with a value of Fresh 4,000\$ should be presented for participation within envelop 1. The validity of this Bid Bond should be for 208 days as of offers submission date; it will be returned to non-selected bidders.	K				
Company's Profile.					
Company's shareholding structure.					
List of Member of the board of directors.					
Company's list of references.					
N.B: No prices shall be mentioned in the technical proposal envelop whatsoever.					
All submitted documents should be Signed and Stamped by bidder.					
	Envelop 2				
	Envelop 2 is labelled by the "RFT reference - Commercial Proposal & the Bidder's name", and should include:				
	2 copies of the Commercial offer in Fresh USD (duly signed by the authorized signatory and stamped in Hardcopy), for a period of 1 year coverage.				
	Option 1:				

5.2	Bidder to present the price in Fresh USD for All Risks, Political Violence and Third Party Liability policies, as one bundle.				
	Option 2:				
	Bidder to present the premiums in Fresh USD separately for each policy, as selection will be based on best offered premiums for each policy.				
	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 RFP).				
	RFT envelops 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 7	Period of validity				
	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 minimum Technical scoring for the suppliers to be technically approved is 37.5/50.				
9	ARTICLE: 9 Special Terms				
9.1	Payment Terms				
	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.				
	All Risks and Political Violence premiums to be presented in Fresh USD. •1st installment: 25% within the 1st 30 days of inception of cover •2nd installment: 50% within 3 months from 1st installment •3rd installment: 25% within 3 months from 2nd installment Payment will be made in LBP at market rate on payment date through bank transfer to an LBP Fresh account 100% 45 days after invoice receipt				
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 Proposal as MIC1 deems convenient. In other words, MIC1 has the full flexibility to buy the full scope of the Proposal 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 Fresh 4,000\$ should be presented for participation within envelop 1. The validity of this Bid Bond should be for 208 days as of offers submission date; it will be returned to non-selected bidders.	K			
	This Bid Bond 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 19th July 2024				
	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.	K			
	Another mandatory Performance bond from winning bidder' bank to MIC1 with a value of 10% of the quoted items 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 policies expiry date. The Performance Bond is ruled as by the article 35 of Public Procurement Law 244 dated 19 July, 2024				
	The bidder is not allowed to introduce any new technical offer or new policies terms and conditions in the commercial envelop which will be considered a subject to disqualification.	K			
9.3	Delivery Penalty				
	In case of delay in the delivery, a penalty of Fresh USD 250 per day of delay shall be deducted from the total amount for a maximum of 20%				
	The filled Compliance Matrix as well as the Proposal 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 Proposal, 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 Proposal, 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 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.				
	Miscellaneous				

9.4	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).				
	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.	K			
10	ARTICLE: 10 Technical Specifications				
10.1	Property All Risks Insurance				
	10.1.1 Type of Coverage as detailed in RFP doc				
	10.1.2 Original Assured as detailed in RFT doc				
	10.1.3 Address as detailed in RFT doc				
	10.1.4 Interest Insured as detailed in RFT doc				
	10.1.5 Locations as detailed in RFT doc				
	10.1.6 Period as detailed in RFT doc				
	10.1.7 Occupation as detailed in RFT doc				
	10.1.8 Coverage as detailed in RFT doc				
	10.1.9 Conditions as detailed in RFT doc				
	10.1.10 Sub-Limits as detailed in RFT doc				
	10.1.11 Total Sum Insured as detailed in RFT doc				
	10.1.12 Maximum Limit of Indemnity as detailed in RFT doc				
	10.1.13 & 10.1.16 Applicable laws & Jurisdiction as detailed in RFT doc				
	10.1.14 Deductibles as detailed in RFT doc				
	10.1.15 Premium Payment Conditions as detailed in RFT doc				
	10.1.17 Information as detailed in RFT doc				
10.1- A	Special Conditions on the Property All Risks Insurance				
	Cancellation of cover as detailed in RFT doc				
	Deterioration of Service as detailed in RFT doc				
	Participating Reinsurers as detailed in RFT doc				
	Quarterly update of Asset values as detailed in RFT doc				
	Basis of valuation as detailed in RFT doc				
	Business Interruption Condition as detailed in RFT doc				
10.2	Political Violence Insurance				
	10.2.1 Type as detailed in RFT doc				
	10.2.2 Original Assured as detailed in RFT doc				
	10.2.3 Address as detailed in RFT doc				
	10.2.4 Occupation as detailed in RFT doc				
	10.2.5 Period as detailed in RFT doc				
	10.2.6 Interest as detailed in RFT doc				
	10.2.7 Limit as detailed in RFT doc				
	10.2.8 Deductibles as detailed in RFT doc				
	10.2.9 Situation as detailed in RFT doc				
	10.2.10 Choice of Law and Jurisdiction as detailed in RFT doc				
	10.2.11 Conditions as detailed in RFT doc				
	10.2.12 Loss Record as detailed in RFT doc				
	10.2.13 Premium Payment as detailed in RFT doc				
	10.2.14 Participating reinsurers as detailed in RFT doc				
10.3	Public Liability Insurance				
	10.3.1 Type as detailed in RFT doc				
	10.3.2 Original Assured as detailed in RFT doc				
	10.3.3 Period as detailed in RFT doc				
	10.3.4 Coverage as detailed in RFT doc				
	10.3.5 Benefits as detailed in RFT doc				
	10.3.6 Situations as detailed in RFT doc				
	10.3.7 Choice of Laws & Jurisdiction as detailed in RFT doc				
	10.3.8 Third Party as detailed in RFT doc				
	10.3.9 Exclusions as detailed in RFT doc				
	10.3.10 Loss Record as detailed in RFT doc				
	10.3.11 Participating Reinsurers as detailed in RFT doc				
Article 11	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 12	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 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				

[illegible]

		Reference Number	
		Owner	TCF-RPM
		Revision Code	1.1
		Implementation	

Grade of Compliance range from 0 to 5 with a step of 1 unit:

Full Grade : Compliant with additional value, not initially included in the requirements

Full Grade : Fully compliant

0 : Not compliant

K : Disqualification