

Request for Tender

For

**Property All Risk, Public Liability &
Political Violence Including War
Insurance Policy**

For

Mobile Interim Company 1 S.A.L

Reference Number: MIC1/RFT/CFO-PRO/ 0143-24

Beirut-Lebanon, March 5th, 2024

Table of Contents

Contents

Article 1: Object.....	3
Article 2: Scope.....	3
Article 3: General Terms	3
3.1. Participation in the RFT process	3
3.2. Joint Proposal	4
3.3. Cost of Tender	4
3.4. Offer Ownership	4
3.5. Offer Errors	4
Article 4: Clarifications.....	5
4.1. General Terms	5
4.2. Q&As format	5
Article 5: Presentation of Offers.....	5
5.1. Envelop 1	6
5.2. Envelop 2	7
Article 6: Time limit for Presenting Offers	8
Article 7: Period of Validity of Offer.....	8
Article 8: Compliance Matrix.....	8
Article 9: Special terms	9
9.1. Terms of Payment.....	9
9.2. Commercial/Financial Conditions.....	10
9.3. Delivery Penalty	11
9.4. Miscellaneous	11
Article 10: Technical Specifications	12
10.1 Property All Risks Insurance	12
A. Special Conditions on the Property All Risks Insurance Policy.....	17
10.2 Political Violence Insurance:	20
10.3 Public Liability Insurance:.....	23
Article 11: Evaluation of Offers	26
Article 12: Entering into Contract.....	26
Article 13: Termination and Assignment	26
Article 14: Boycott of Israel Requirement	27
Article 15: Applicable Law and Dispute Resolution.....	27

Introduction: Company's Profile

MIC1, operating under the brand name Alfa, is managing the first Lebanese mobile network for the benefit of the Republic of Lebanon / Ministry of Telecommunications and is a leading mobile operator in Lebanon. 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 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 19th July 2021

Article 2: Scope

This request for Tender (herein referred to as "**RFT**") is restricted to companies which are specialists in Insurance & Reinsurance 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.

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.

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 Proposal

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. Claudine Bedran - CLAUDINE.BEDRAN@alfamobile.com.lb

Copying:

Mr(s) Danielle Saliba danielle.saliba@alfamobile.com.lb

Mr(s) Daniella Zeitouny daniella.Zeitouny@alfamobile.com.lb

& Mr(s) Mira Barbar – mira.barbar@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.

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.
- **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.
 - 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.
 - 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 amounting USD 4,000 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 34. The Bid Bond can be provided as LG from bidders' bank or in Cash
- 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.**

5.2. 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 in 2 options:

Option 1:

Bidder to present the premiums 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 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, on March 28th, 2024, at 9.30 am (herein referred to as “**Closing Date**”) for the attention of:

Mobile Interim Company 1
Procurement Department
Attention : **Claudine Bedran**
Office : +961 3 391000 - 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 Proposals 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 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.
- For any clause that is marked by "K", within the Compliance Matrix, it means the clause/item is a "Killer" point. Any partial or non-compliance to a "Killer" point, leads to a complete disqualification from the RFT process.
- The minimum scoring for the bidders to be technically approved is: 37.5/50.

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 MIC1's sole discretion with **immediate effect**.

Article 9: Special terms

9.1. 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.

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 prices. 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.

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 2021.

- 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, 2021.

- **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.**
- 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 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.

9.3. 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 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.

9.4. Miscellaneous

- Bidder must explicitly mention, in the Offer and the BoQ, any pre-requisite 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 8.5% (on Opex) and 2.55% (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

10.1 Property All Risks Insurance

- 1) Type : Property All Risks as per LM7 Wording subject to conditions noted below
- 2) Original Assured : Mobile Interim Company 1 (MIC 1) / ALFA managing the first Lebanese mobile network for the benefit of the Ministry of Telecommunications of The Republic of Lebanon and / or the Company that will manage this Entity in the future.

The Insured acts on its own behalf and on behalf of the entity to which it belongs.

The Insured status extends to:

- Property of companies and / or credit and leasing companies
- Persons housed by the Insured, in case they are not or are insufficiently insured
- Any physical or legal person on behalf of which the Insured will act
- Legal representatives of the Insured as well as the members of the management they are representing, during the exercise of their functions

- 3) Address : Parallel Towers . P.O.Box 50-128-, Beirut, Lebanon
- 4) Interest Insured : All Property of every kind and description including but not limited to the buildings, contents, machinery, property and as more fully described in the original policy wording
- 5) Locations : Various locations within the Lebanese territories under their custody and control as per the attached schedule including any new location or site that may be acquired, built or used.
- 6) Period : From: May 18, 2024

00.0 hours Local Standard Time at Insured Location

To: May 18, 2025

00.0 hours Local Standard Time at Insured Location

“on Loss Occurring Basis”

- 7) Occupation : All activities of the Insured in connection with The management of one of the two GSM / Mobile networks on behalf of RoL / MoT in compliance with the Management Agreement signed between RoL and MIC1 / ALFA, as well as its addenda and alike.

- 8) Coverage : All terms, clauses and conditions as original to follow the original in every respect within the terms of this Property All Risks insurance policy as per LM7 wording with the following conditions:
- 9) Conditions
- Water Damage Investigation costs are included
 - Glass Breakage is covered including Glass Frame and Labor
 - Automatic 10% Capital additions Clause
 - Automatic Reinstatement (for the amount of loss)
 - Basis of Valuation: New Replacement Value in respect of both contents and construction.
 - Waiver of Subrogation Clause against co-owner(s) and / or co-tenant(s) and / or individual owner(s) and / or any resident and / or visitors
 - Cancellation Clause as original plus 30 days not exceeding 90 days in all
 - Biological or Chemical Material Exclusion Clause – NMA 2962
 - Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause CL 370
 - Information Technology Hazards Clarification Clause – NMA 2912
 - War & Terrorism Exclusion Clause NMA 2919
 - Political Risks Exclusion Clauses
 - Cyber / Virus Clarification Clause
 - Mold Fungi Endorsement
 - NMA 1975 (a) Nuclear Energy Risks Exclusion Clause
 - Institute Radioactive Contamination, Chemical, Biological, Bio- Chemical and Electromagnetic Weapons Exclusion Clause
 - All disasters of insured property, occurring within 72 hours subsequent to a natural disaster, shall be considered, regarding the Insured amount and the deductible, one and same disaster
 - Automatic Acquisition Clause
 - Cut Through Clause
 - No Coinsurance / Average Clause
 - Immediate Repair / Reconstruction Clause, subject to survey and approval of Loss Adjuster
 - Improvements & Betterments Clause
 - Proof & Payment of loss – All adjusted claims shall be due and payable no later than 30 days after the acceptance of proofs of loss at the office of the Company
 - On Account Payment of loss Clause
 - Replacement as New Clause
 - 72 Hours Clause (in respect of Natural Perils)
 - Notice of Loss Clause
 - Errors & Omissions Clause
 - Public Authorities Clause
 - Civil Authorities Clause
 - Demolition & Clearance Clause
 - Including Accidental Breakage of glass
 - Alterations & Renewal Clause
 - Small Site works are deemed to be included up to a limit of \$ 200,000
 - Claims Co-operation Clause – NMA 2737
 - Infectious or Contagious Disease Liability exclusion
 - Insolvency clause IUA 686

10) Sub-Limits

Tenant's Liability Building, Equipment and Contents, Disturbance of Possession, Liability for rental loss, Owner's Liability, Co-Owners' and / or Neighbors' and / or Co-Tenants' and / or Third Party Recourse including allied perils and water damages:	USD 5,000,000
Removal of Debris Clause	USD 500,000
Property in care, custody & control and goods sold but not delivered	USD 1,000,000
Strikes, Riots & Civil Commotions (SRCC) (aoo & agg.)	USD 7,500,000
Computer Sabotage	USD 1,500,000
Removal and Relocation Expense, Fire department charges, Occupancy Loss, Guarding and Enclosures Expenses/ Restoration Expenses/Demolitions/ Dismantling / Debris Removal, Designers and Engineers fees, Touristic Risk Expenses due to the Public Utility failure, design and license expenses, repairs works	USD 5,000,000
Overhead and underground transmission / communication lines	USD 3,000,000
Computer & other operational Equipment Breaking	USD 5,000,000
Fire Extinguishers Costs (5% of loss amount)	USD 2,000,000
Burglary of goods, furniture and other Materials:	USD 10,000,000
Hold-up inside and outside the premises and losses during transport	USD 300,000
By personnel	USD 500,000
Vehicle under Custody and / or in Parking for co-owners and / or visitors and / or employees (max per vehicle US\$ 100,000)	USD 1,000,000
Indirect losses (coverage on evidence production)	USD 1,500,000

Money Insurance All Risks:

Fidelity	USD 500,000 Aoo & agg.
Cash in Transit	USD 500,000 Aoo & agg
Theft (following forcible entry)	USD 500,000 Aoo & agg
Hold Up	USD 500,000 Aoo & agg

- 11) Total Sum Insured : **USD 554,346,458.25** detailed as per below schedule split as follows:
- | | | |
|--|------------|--------------------|
| Building, Civil Structure: | USD | 162,903,937 |
| Contents, Office Furniture, Fixtures & Fittings: | USD | 387,182,589 |
| Workshop Tools & other: | | |
| Spare parts, equipment, Stocks in trade (including Raw material) inventory | USD | 4,259,932 |
| Business Interruption – Gross profit (indemnity period: 6 months from the date of loss): | USD | 50,000,000 |
- 12) Maximum Limit of indemnity : 150,000,000 any one occurrence and in the annual aggregate combined for single limit for Physical Damage & Business Interruption
- 13) Applicable Laws & Jurisdiction : This contract shall be governed by the laws of Lebanon and subject to the exclusive jurisdiction of the courts of Lebanon
- 14) Deductibles : • Physical Damage:
- 1% of Sum Insured per location for Earthquake
 - 10% of claim amount in respect of Money Insurance each & every loss
 - All other losses USD 15,000 each & every loss
- Business Interruption: 1st, 5 days each and every loss
- 15) Premium Payment Conditions : In 3 equal installments paid quarterly as follows:
- 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
- 16) Choice of Law & Jurisdiction : This Reinsurance shall be governed by and construed in accordance with the law of Lebanon and each party agrees to submit to the exclusive jurisdiction of the courts of Lebanon.
- 17) Information : 1) 5 top Locations are:
- | | |
|-----------------------------|----------------------|
| a. Switch Libatel | : USD 144,419,272.97 |
| b. Parallel Towers Building | : USD 32,778,283.72 |
| c. Jeita Warehouse | : USD 32,145,312.51 |
| d. Switch Adma | : USD 21,971,352.25 |
| e. Pine Building | : USD 19,090,806.71 |

2) Loss record last 5 years:

a. 2023:

USD 239,521.42: Damages due to fire at site Hermel

USD 33,563.97: Damages due to theft at site Knaise

USD 52,920.95: Damages due to theft at site Jannine

USD 97,700.44: Damages due to fire at site Halat

b. 2022:

USD 21,664: Damages due to theft at site Afsdik

USD 25,444: Damages due to theft at site Hrisrd

USD 38,740: Damages due to theft at site Arouba

USD 17,820: Damages due to theft at site Ainarab

USD 96,059: Damages due to theft at site Wahech

USD 43,232: Damages due to theft at site Laboue

USD 15,115: Damages due to theft at site Janine

USD 30,708: Damages due to theft at site Talbib

USD 16,623: Damages due to theft at site Lsamak

c. 2021: No claims.

d. 2020

USD 214,234 : Damages due to Port explosion

USD 137,474 : Damages at site Biel due to Port explosion

USD 17,826 : Damages due to theft at site Aalita

USD 10,950 : Damages due to theft at site Chaat

USD 14,858 : Damages due to theft at site Baarini

USD 19,190 : Damages due to theft at site Baydar

USD 10,250 : Damages due to theft at site Bechwet

USD 14,858 : Damages due to theft at site Bentaël

USD 12,700 : Damages due to theft at site Charbn

USD 16,008 : Damages due to theft at site Ihmej

USD 10,500 : Damages due to theft at site Khold

USD 11,386 : Damages due to theft at site Lmtein

USD 13,746 : Damages due to theft at site Nkaleb

USD 10,450 : Damages due to theft at site Rafka

USD 13,506 : Damages due to theft at site Sanin

USD 11,460 : Damages due to theft at site Samak
USD 13,900 : Damages due to theft at site Skilak
USD 19,150 : Damages due to theft at site Mchari
USD 14,000 : Damages due to theft at site Yamone
USD 11,450 : Damages due to theft at site Younin
USD 14,970 : Damages due to theft at site Billa
USD 12,000 : Damages due to theft at site Kouakh

e. 2019:

USD 29,797 : Damages due to storm at site Aidar
USD 41,683 : Damages due to storm at site Bejjeh
USD 12,003 : Damages due to fire incident at site Tripoli Hub

A. Special Conditions on the Property All Risks Insurance Policy

- 1) Cancellation of cover : Its hereby noted and agreed that this policy is non-cancellable by the Insurance Company, except solely for the non-payment of premium, that would be subject to receiving a written notice of cancellation within 60 days of receipt.
- 2) Deterioration of service : MIC1 / ALFA expect the best service on any incident loss or damage that might occur on this coverage, whatever the loss record during the course of the policy period would be.
- 3) Bid Bond : A bid bond of Fresh USD 25,000 from the insurance company's bank to MIC1 / Alfa is requested within the submitted envelop 1 (Clause 5.1 for reference), and this LOG is considered as a major condition for the compliance to this Tender document and selection criteria. The date of the bid bond should be covering same period of policy coverage. A second performane bond with a value of 10% of the quoted premiums should be presented, upon tender award only and following the official confirmation of the awarded winner of this tender.
- 4) Participating Reinsurers : Policies must be reinsured with A and above rated reinsurers as per Standard and Poor's &/or Moody's rating.

Participating List of Reinsurance Securities should be presented showing clearly the name, share and rating of each Reinsurer. This letter should also include for each reinsurance company: the full address of each reinsurer including the name, the email and phone numbers of the person appointed by each selected reinsurer to coordinate and follow up reinsurance matters with the Bidder. This document should be submitted by the bidder stamped and signed within a period of max 5 working days from the official confirmation of MIC1 / Alfa to the awarded bidder. The Insured shall retain the full right to contact directly reinsurers in order to obtain proper reinsurance confirmation.
- 5) Quarterly update of Asset values : A quarterly update on the Assets value is expected during the period of policy coverage and respective coverage should take place immediately upon value upgrade.
- 6) Basis of Valuation : Basis of valuation shall be the higher between the Gross Book Value and the New replacement Value that is, the replacement of the equipment with similar new model as produced at the occurrence of the claim. The total indemnity will not exceed the total Policy Limit.
- 7) Business interruption condition : Business Interruptions shall include any amount that the Insured may be entitled to recover out of standing charges and gross profit (up to six months indemnity on the basis of the last 6 months figures) resulting from a peril duly covered according to the property policy as per the limit and

deductible specified in the schedule, but not exceeding in the entire the total sum Insured for this cover.

10.2 Political Violence Insurance:

1) Type : Act of Terrorism, Sabotage, Riots, Strikes, Civil Commotion, Malicious Damage Insurrection, Revolution or Rebellion, Mutiny and / or Coup d'Etat, Invasion, Act of Foreign enemies, Hostilities (whether can be declared or Not), War and / or Civil War Reinsurance

2) Original Assured : Mobile Interim Company 1 (MIC 1) / ALFA managing the first Lebanese mobile network for the benefit of the Ministry of Telecommunications of The Republic of Lebanon and / or the Company that will manage this Entity in the future.

3) Address : Parallel Towers . P.O.Box 50-128-, Beirut, Lebanon

4) Occupation : Management of Mobile Telephone network

5) Period : From: May 26, 2024

01.0 hours Local Standard Time at Insured Location

To: May 26,, 2025

01.0 hours Local Standard Time at Insured Location

“on Loss Occurring Basis”

6) Interest : Real and personal property of every kind and description including buildings, contents, machinery, property in the open and as more fully described in the original policy wording

Total values: USD **554,346,458.25** split as submitted schedule:

Building, Civil Structure : :USD 162,903,937

Contents, Office Furniture, Fixtures & Fittings:USD 387,182,589

Workshop Tools & other Spare parts, equipment, Stocks in trade (including Raw material) inventory :USD 4,259,932

Business Interruption – (indemnity period: 6 months from the date of loss) :USD 50,000,000

- 7) Limit : US 32,000,000 aoo & agg. combined single limit for Physical Damage & BI
- 8) Deductible : Physical Damage: US\$ 25,000 any one occurrence.
BI: 1st 3 days
- 9) Situation : Various locations in the Lebanese territories as per the attached schedule
- 10) Choice of Law and Jurisdiction : This Contract shall be governed by the laws of Lebanon and subject to the exclusive jurisdiction
of the courts of Lebanon
- 11) Conditions : To follow all terms clauses and conditions as original wording
Original Wording: Hiscox PV Wording including War (cancellation clause deleted)

Denial of Access 500m radius and up to USD 2,000,000 sub-limit

Terrorism Liability: USD 1,000,000 Sub-Limit (for PD & Bodily injury)

Overhead & Underground Transmission lines Sub-Limit USD 2,000,000

Cut Through Clause

Basis of Valuation Clause: New Replacement Value
- 12) Loss record : Loss record last 5 years:
a.2023 :
USD 37,274: Damages due to a missile at Mhaibeh site.
b. 2022: No claims.
c. 2021: No claims.
d. 2020:
USD 245,951: Damages due to riots at Alfa store Solidere.
e. 2019:
USD 33,406 : Damages due to riots at Fakeb site.

- 13) Premium payment : 90 day with effect from attachment of cover
- 14) Participating reinsurers : **Policies must be reinsured with A and / or above rated reinsurers as per Standard and Poor's &/or Moody's rating.**

10.3 Public Liability Insurance:

- 1) Type : Public Liability Insurance
- 2) Original Assured : Mobile Interim Company 1 (MIC 1) / ALFA managing the first Lebanese mobile network for the benefit of the Ministry of Telecommunications of The Republic of Lebanon and / or the Company that will manage this Entity in the future.
- 3) Period : From: May 18 , 2024
00.0 hours Local Standard Time at Insured Location
To: May 18 , 2025
00.0 hours Local Standard Time at Insured Location
“on Loss Occurring Basis”
- 4) Coverage : The object of the present policy is to guarantee the insured in Lebanon, against the consequences of his third party liability that he may encounter following bodily injury and / or material damage sustained to third party in the scope of his activities

The insurance cover include liability arising due to partial or total loss effecting a vehicle belong to a third party parked in the parking of the main office or his various parking of the company's other sites or premises
- 5) Benefits : Bodily injury up to a maximum of: US\$ 1,000,000
Material Damage up to a maximum of: US\$ 1,000,000
Maximum Indemnity per Claim: US\$ 1,000,000

Maximum Indemnity per Policy: US\$ 2,000,000
- 6) Situation : Various locations in the Lebanese territories
- 7) Choice of Law and Jurisdiction : This Contract shall be governed by the laws of Lebanon and subject to the exclusive jurisdiction of the courts of Lebanon
- 8) Third Party : Anyone except those named under the insured mentioned above
- 9) Exclusions : Liability arising from any intentional fault or willful misconduct of the insured

Liability to any of the insured's associates, partners, employees, family members or their relatives

Liability caused by any vehicle, watercraft or aircraft unless otherwise stipulated

Damages directly or indirectly caused by or contributed to or arising from inundation, flood, volcanic eruption, earthquake, tsunami or any other natural hazards

Damages directly or indirectly caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strikes riots or civil commotion and lock-outs

Damage to properties:

- a) Owned or occupied by or under care, custody or control of the insured or of any of his servants
- b) Where the part of property on which the insured or his servant or agent is or has been working if that loss or damage results directly from such works

Liability directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission

Damages directly or indirectly caused by or contributed to by or arising from nuclear weapons material

Material Damage unless the insured is proved to be legally liable

Damages incurred by neighbors due to the nature of the insured's activity as described in the particular conditions

Contractual Liability

Liability arising out of the prejudice due to any service, product or merchandise delivered by the insured

Excluding financial loss

Excluding the failure and / or fluctuation in supply

Excluding Liability arising out of any bodily injury or disease attributed to any harmful effect proven or otherwise of exposure to any Electromagnetic force and / or radio frequency (EMF and / or RFW Exclusion Clause).

Excluding diminution of property values

10) Loss record :

a. 2023:

USD 4,000 – Due to fire at site Hermel

b. 2022: No claims

c. 2021: No claims

d. 2020: No claims

e. 2019:

USD 1,500 : Fallen cable tray on cars at site KfarHazer

USD 3,799 : Oil spill at site Berkacha

11) Participating
Reinsurers

**Policies must be reinsured with A and above rated reinsurers as per
Standard and Poor's &/or Moody's rating.**

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

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 15: 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.