



Republic of Lebanon  
Telecommunications  
Regulatory Authority

# **Request for Proposals for Consulting Services**

Reference: TRA/PRE/341-220926

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## Invitation to Participate in the Request for Proposals for Consulting Services

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria.

**Reference:** Council of Ministers Decision No. 5 dated 15/1/2026

Council of Ministers Decision No. 10 dated 10/9/2026

The **Telecommunications Regulatory Authority** (hereinafter referred to as the “**Contracting Authority**”) invites qualified firms to submit their proposals to Validate and Assist in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation, for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria. This will be detailed in **Chapter 8 Special Conditions of Contract for Consulting Services**, and in accordance with the conditions set forth in this invitation and further elaborated in the **Request for Proposals for Consulting Services**, which will be made available by the Contracting Authority through its website:

<https://www.tra.gov.lb/>

and on the centralized electronic platform of the **Public Procurement Authority**:

<https://www.ppa.gov.lb/ar/tenders>

Any bidder responding to this invitation to participate shall do so in accordance with the procedures and requirements specified herein. Details of the provisions and conditions of the procurement contract (**Conditions of Contract**) are set out in Part III that includes:

- **Chapter 7: General Conditions of Contract (GCC) for Consulting Services**
- **Chapter 8: Special Conditions of Contract (SCC) for Consulting Services**
- **Chapter 9: Form of Contract for participation in the RFP**

The sample **Form of Contract** for Participation in the Request for Proposals for Consulting Services is to be signed by both parties (the Contracting Authority and the successful bidder) following the completion of the procedures set forth in **Article 24 of Public Procurement Law No. 244/2021**.

The Contracting Authority shall apply the criteria and procedures set out in the document entitled “**Eligibility and Qualification Criteria**” (Part I Chapter 3) to verify the qualifications of bidders.

The contract shall be awarded on the basis of the **Most Advantageous Proposal**.

The criteria and procedures to be followed for the opening and evaluation of proposals, including the minimum technical, functional, and performance requirements that proposals must meet in order to be considered responsive, are those detailed in the document entitled “**Evaluation Methodology**” (Part I, Chapter 2).



Proposals that do not meet the minimum requirements shall be rejected as **non-responsive**, and their financial envelopes shall not be opened.

Accordingly, the **Telecommunications Regulatory Authority** invites interested companies and institutions to participate by submitting their proposals.

Interested parties may review the **Request for Proposals for Consulting Services** and obtain a copy free of charge.

Proposals shall be submitted no later than **12:00 PM (Beirut local time) on Tuesday October 13, 2026**, to the office of the Contracting Authority at the following address:

**Attention:** Ms. Corine Feghaly

**Title:** Director of Consumer Affairs and Public Consultations

**Room No.:** 316, Third Floor

**Location:** Telecommunications Regulatory Authority Offices, Ministry of Telecommunications Building

Riad El Solh Street, Beirut Central District

Proposals shall be opened in a **public session** at **1:00 PM on 13 October, 2026** at the meeting room of the Telecommunications Regulatory Authority on the third floor.

The value of the **Bid Security** required for participation has been set at **ten thousand United States Dollars (USD 10,000)** or its equivalent in Lebanese Pounds as per BDL exchange rate.

The cost of this procurement shall be covered by the appropriations allocated for this purpose in the budget of the Telecommunications Regulatory Authority for the year **2026**, and by MIC1 and MIC2 contributions as per the Council of Ministers decision No. 10 dated 10/9/2026.

The documents of this **Request for Proposals for Consulting Services** are available in both **Arabic and English**, in accordance with the provisions of **Article 4 of Public Procurement Law No. 244/2021**.

This Request for Proposals for Consulting Services shall be governed by **Public Procurement Law No. 244/2021** and the directives issued by the **Public Procurement Authority**.

Any dispute, objection, complaint, or request for review that may arise in connection with the terms, implementation, or interpretation of this Request shall be adjudicated by the competent authorities designated under the Public Procurement Law and in accordance with the mechanisms established therein.

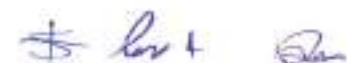
**Name:** Dr. Jenny Gemayel

**Title:** Chairperson of the Authority

**Contracting Authority:** Telecommunications Regulatory Authority

**Signature:**

**Date:** 22/9/2026



## Request for Proposals (RFP) for Consulting Services

|                              |                                                                                                                                                                                                                                                                                                                   |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Issue date</b>            | September 22, 2026                                                                                                                                                                                                                                                                                                |
| <b>Reference</b>             | <b>Reference:</b> TRA/PRE/341-220926                                                                                                                                                                                                                                                                              |
| <b>Contracting Authority</b> | Telecommunications Regulatory Authority                                                                                                                                                                                                                                                                           |
| <b>Project</b>               | Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria |



## Request for Proposals Contents

### Part I – Procurement Procedures

#### 1. Chapter One: Instructions to Bidders (Regarding Preparation and Submission of Proposals)

This Chapter sets out the general rules and procedures governing the preparation and submission of proposals, including the RFP documents, clarifications, proposal preparation, submission requirements, bid security, and related procedural requirements. Project-specific information and modifications are set out in **Chapter Four – Data Sheet**.

#### 2. Chapter Two: Evaluation Methodology

This Chapter sets out the procedures and criteria for the opening, examination, evaluation, and ranking of proposals, leading to the determination of the most advantageous proposal and contract award.

#### 3. Chapter Three: Eligibility and Qualification Criteria

This Chapter sets out the eligibility and qualification requirements used to assess bidders' capacity to perform the Contract, including their professional and technical qualifications, financial resources, administrative capacity, relevant experience, and human resources.

#### 4. Chapter Four: Data Sheet

This Chapter sets out the project-specific information, requirements, and provisions that supplement and complete the Instructions to Bidders for this procurement.

#### 5. Chapter Five: *Standard Forms for the Technical, Functional, Performance and Financial Aspects*

This Chapter contains the standard forms to be completed and submitted by bidders for the administrative, technical, functional, performance, and financial components of their proposals, including the Letter of Undertaking, Bid Security Letter, qualification and experience forms, and financial forms.

### Part II – Procurement Requirements

#### 6. Chapter Six: Terms of Reference

This Chapter sets out the objectives, scope, required services, deliverables, timelines, expertise, and implementation requirements of the consultancy assignment, forming the basis for the preparation and submission of the Technical and Financial Proposals.

### Part III – The Contract

#### 7. Chapter Seven: General Conditions of Contract (GCC) for Consulting Services

This Chapter sets out the general contractual provisions applicable to the Contract. These provisions shall remain unchanged, except as expressly supplemented or modified by the Special Conditions of Contract in Chapter Eight.

#### 8. Chapter Eight: Special Conditions of Contract (SCC) for Consulting Services

This Chapter sets out the project-specific contractual conditions and assignment requirements applicable to this procurement. It supplements and, where expressly provided, modifies the General Conditions of Contract, and includes the detailed scope of work, Modules, deliverables, implementation arrangements, and other project-specific provisions.

**9. Chapter Nine: Form of Contract for Participation in the Request for Proposals for Consulting Services**

This Chapter contains the standard form of contract to be executed between the Contracting Authority and the successful bidder

**10. Chapter Ten: Contract Forms and Annexes**

This Chapter contains the forms and documents applicable following contract award, including the Performance Security Letter and Contract Award Notification Letter.

## Part I – Procurement Procedures

### ***1. Chapter One – Instructions to Bidders Regarding the Preparation and Submission of Proposals***

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority

## 1. General

**Definitions:** The terms set forth below shall have the meanings assigned to each of them:

- **"Procurement"** means the process through which the Contracting Authority seeks to secure the services it requires through a Request for Proposals for Consulting Services.
- **"Contracting Authority" or "Purchasing Entity"** means the entity (*administration, public institution, municipality, authority, council, etc.*) that expends public funds, has prepared the Request for Proposals for Consulting Services, and with which the selected bidder signs the services contract. For the purposes of this procurement, the Contracting Authority is the Telecommunications Regulatory Authority of Lebanon.
- **"Bidder" or "Proposer"** means any consulting institution, consulting firm, or individual consultant capable of providing the services required by the Contracting Authority under the Contract. For the purposes of this procurement, it means a consulting firm or a consortium comprising a consulting firm together with natural and/or legal persons who have decided to participate in this procurement process.
- **"Contract"** means the agreement signed by the relevant parties, together with the General Conditions, Special Conditions, and annexes attached thereto.
- **"Invitation"** means the letter of invitation sent by the Contracting Authority to invited bidders, which shall be mandatorily published through the centralized electronic platform of the Public Procurement Authority and on the website of the Contracting Authority, and through any other means deemed appropriate by the Contracting Authority.
- **"Instructions to Bidders"** means the document containing all information necessary for bidders to prepare and submit their proposals.
- **"Data Sheet"** means Chapter Four, which reflects the project-specific conditions and supplements the general Instructions to Bidders in Chapter One.
- **"Day"** means any day of the week according to the Gregorian calendar.
- **"Personnel"** means the professionals and support staff provided by the bidder or any subcontractor engaged to perform part of the services; **"Foreign Personnel"** means professionals and support staff residing outside the Republic of Lebanon at the time of appointment; **"Local Personnel"** means professionals and support staff residing within the Republic of Lebanon at the time of appointment.
- **"Proposal"** means the administrative and/or technical and/or functional and/or financial and/or performance proposal referred to in Chapter Six (Terms of Reference).
- **"Services"** means the work to be performed by the bidder under the contract.
- **"Subcontractor"** means any person, institution, or company with whom the contractor enters into an agreement to perform part of the services under the terms specified in the Request for Proposals for Consulting Services and within the specified percentage of the total contract value.
- **"Terms of Reference"** means Chapter Six, which explains the objectives, scope of work, activities, tasks to be performed, responsibilities of the Contracting Authority and the contractor, and the expected outputs and results of the project. This includes the General and Special Conditions set in Chapters 7 and 8.

## **1. Article One: Definition of the Procurement Project, Its Legal Basis, Time and Place of Execution, and Duration of Implementation**

### **1.1 Definition of the Project and Its Legal Basis**

The Contracting Authority, identified in the Data Sheet, invites qualified firms to submit proposals to provide the services specified in the Terms of Reference in Chapter Six, in accordance with the conditions set forth in this Request and its annexes. The cost of this procurement shall be covered by the appropriations allocated to this project as specified in the Data Sheet. This Request for Proposals shall be governed by **Public Procurement Law No. 244/2021**, applicable regulations, and the guidelines issued by the Public Procurement Authority. Any dispute arising from the execution or interpretation of the provisions of this Request, as well as any objection, complaint, or request for review, shall be adjudicated by the competent authorities designated under the Public Procurement Law.

The essence of this project does not lie in preparing procurement documents in the traditional sense; rather, it consists in structuring an integrated and complex contractual process with financial, commercial, legal, and economic dimensions, aimed at establishing a sustainable framework for the management and operation of the mobile sector in Lebanon in a manner that enhances efficiency and improves State revenues over the long term.

Accordingly, the central component of this assignment lies in the preparation of a financial and commercial model, the allocation of risks, and the definition of management and operational obligations relating to each of the mobile networks, in a manner that ensures an appropriate balance between the contracts' commercial viability for the operators and the achievement of the State's financial and economic interests.

From this perspective, the engagement of specialized consulting expertise is not limited to the assistance in preparation of procedural documents; rather, it falls within the need for advanced technical, financial, legal, and commercial support commensurate with the nature and complexity of this project, and for the establishment of a workable contractual framework in accordance with international best practices.

### **1.2 Time and Place of the Procurement Process**

Participation in this Request for Proposals shall take place as specified in the Invitation and the Data Sheet.

Participants may review the Request for Proposals through the electronic platform of the Public Procurement Authority <https://www.ppa.gov.lb/ar/tenders> and via the website of the Contracting Authority: <https://www.tra.gov.lb/> and may obtain a copy free of charge.

Proposals shall be submitted within the deadline specified by the Contracting Authority in the Data Sheet.

The contract shall be awarded on the basis of the **Most Advantageous Proposal**, determined in accordance with the evaluation methodology set out in Chapter Two.

### **1.3 Place and Duration of Project Implementation**

The deliverables of the services and/or reports specified in the Terms of Reference shall be delivered within the period specified in the Data Sheet, calculated from the commencement date of implementation, to the premises of the Contracting Authority at the address specified in the Data Sheet.

## **2. Article Two: Right of the Contracting Authority to Modify the Scope of Services After Contract Signature**

**2.1** The Contracting Authority shall have the right, during the execution of the Contract and in accordance with the General and Special Conditions of Contract and the provisions of Article 29 of the Public Procurement Law, to increase or decrease the services specified in the Terms of Reference set out in Chapters Six, Seven, and Eight, provided that the value of such increase or decrease does not exceed twenty percent (20%) of the total Contract Price, without the Contractor having the right to object or claim any damages, losses, or compensation as a result of such modification.

## **3. Article Three: Bid Security and Letter of Undertaking**

### **3.1 Bid Security/bond**

The bidder shall submit a provisional guarantee in the amount specified in the Data Sheet, in Lebanese currency or its equivalent in the foreign currency in which the proposal is submitted, calculated on the basis of the average exchange rate on the last working day preceding the first day of publication or notification of the Request for Proposals, as security for the proposal.

The bid security shall be provided either:

- in cash paid to the Treasury or directly to the Contracting Authority's cashier against a receipt attached to the proposal documents, issued in the name of the project subject to procurement for the benefit of the Contracting Authority; or
- by means of an irrevocable bank guarantee issued by a bank acceptable to the Banque du Liban, payable on demand, as specified in the Data Sheet.

The validity of the bid security shall be determined by adding **twenty-eight (28) days** to the validity period of the proposal.

Any proposal not accompanied by an acceptable bid security shall be rejected.

The bid security shall be returned to the contractor upon submission of the performance security referred to in Article Twenty-Nine below, and to unsuccessful bidders no later than the effective date of the contract.

The bid security shall be forfeited in any of the following cases:

- a) If the bidder does not accept correction of its proposal price due to an arithmetic error pursuant to Article Twenty-Four below,
- b) If the successful bidder (provisional awardee) fails or refuses, within the deadlines specified in Articles Twenty-Eight and/or twenty-nine, to:

1. Sign the contract; and/or
2. Provide the required performance security within the specified period.

### **3.2 Letter of Undertaking (bid bond)**

With respect to the Letter of Undertaking, it shall be prepared in accordance with the model attached in **Chapter Five**.

## **4. Article Four: Eligible Bidders and Required Administrative Documents**

### **4.1 Bidders Whose Proposals Are Eligible**

**4.1.1** Competition shall be open to legal entities, or any consortium between legal entities and individuals, who meet the participation requirements detailed in the Data Sheet, including:

**4.1.1.1 Financial Qualifications**

The bidder shall demonstrate financial qualifications by submitting the documents required under item (a) of Chapter Four Data Sheet.

**4.1.1.2 Technical and Professional Qualifications**

The bidder shall demonstrate technical and professional qualifications by submitting the documents required under item (b) of Chapter Four Data Sheet. Descriptions of similar projects shall be provided in accordance with the attached templates.

**4.1.1.3 Professional Qualifications**

The bidder shall demonstrate professional qualifications by submitting the documents required under item (c) of Chapter Four Data Sheet.

The CVs of the bidder's personnel shall be prepared in accordance with the attached templates.

**4.1.1.4 Other Capacities and Qualifications**

The bidder shall demonstrate other capacities and qualifications by submitting the documents required under item (d) of Chapter Four Data Sheet.

**4.1.2** A bidder shall be disqualified if a conflict of interest is established, including in any of the following cases:

**4.1.2.1** If the bidder is currently or was previously associated with a company (or person), or any of its affiliates, that provided consulting services to the Contracting Authority in the preparation and design of the Terms of Reference and other documents used to define the services to be procured under this procurement process, where such relationship results in an unfair competitive advantage, in accordance with Article 8, paragraph 1(b) of Public Procurement Law No. 244/2021;

or

**4.1.2.2** If the bidder submits more than one proposal for this procurement process, whether directly or through another entity under common ownership, common control, or effective control by the same person or entity, such proposals may be considered to undermine fair competition, equal treatment, and equal opportunity among Bidders, and may constitute a conflict of interest and/or an unfair competitive advantage.

The Procuring Entity shall exclude all concerned Bidder(s) where such common ownership, control, affiliation, or shared interests are deemed to compromise the independence and integrity of the procurement process or effective competition. Where coordination, arrangement, or collusion between the Bidders is established, the matter may also constitute collusive conduct.

This provision shall be applied in accordance with Articles 1 and 2, including paragraphs 29, 30 and 46, Article 8, and Article 110 of Public Procurement Law No. 244/2021, as applicable.

#### 4.2 Ethical Standards

Bidders, whether natural persons or representatives of legal entities, shall adhere to the highest standards of ethics and professional integrity. They must not have been convicted of a felony or dishonorable misdemeanor, must not be bankrupt or under judicial liquidation, must not be excluded from public procurement, and must not be listed on the blacklist of the Public Procurement Authority.

(This condition applies to the General Manager or Chief Executive Officer and the legal signatory of the bidder)

Consultants shall also maintain the highest ethical standards throughout the provision of services and execution of the contract.

To achieve this objective: the potential bidders must not have been convicted of a felony or a disgraceful misdemeanor, must not be in a state of bankruptcy or judicial liquidation, and must not be subject to exclusion from contract performance or listed on the blacklist of the Public Procurement Authority. They must also demonstrate integrity throughout the procurement process and during contract execution. For the purpose of implementing this policy:

##### 4.2.1 the following definitions shall apply:

1. **"Corrupt Practices"** mean offering, receiving, giving, or soliciting anything of value, directly or indirectly, to influence the actions of a public official in the procurement process or contract execution.
2. **"Fraudulent Practices"** mean any fraudulent act, misrepresentation, or omission of facts related to the procurement process or contract execution. A fraudulent practice includes any act intended to distort or conceal facts to influence procurement or contract execution.
3. **"Collusive Practices"** mean any arrangement or coordination between two or more bidders and/or suppliers (before or after submission of proposals), with or without the knowledge of the Contracting Authority, to establish artificial or non-competitive pricing levels, thereby depriving the Contracting Authority of the benefits of fair and open competition.  
Collusive practices include any plan or arrangement between two or more bidders aimed at submitting prices at artificial and non-competitive levels.
4. **"Coercive Practices"** mean the use of force or threats of harm, directly or indirectly, against persons or property to influence participation in procurement or contract execution decisions.

A coercive practice includes any act that harms persons, their families, or their property, or threatens such harm, directly or indirectly, to influence participation in procurement or contract execution.

**4.2.2** The Contracting Authority shall have the right to reject any proposal if it determines that the bidder has engaged, directly or through an intermediary, in any fraudulent, corrupt, collusive, or coercive practice during the competition for the contract.

**4.2.3** The Contracting Authority shall have the right to sanction bidders and place them on the list of defaulting suppliers and exclude them from participation in public procurement permanently or for a specified period, subject to approval by the Public Procurement Authority, where a final judicial decision establishes their involvement in fraudulent, corrupt, collusive, or coercive practices during the procurement process or contract execution.

#### **4.3 Required Documents**

Bidders shall submit the administrative documents specified in the **Data Sheet – Chapter Four**.

#### **5. Article Five: Costs of Proposal Preparation**

The bidder shall bear all costs associated with preparing and submitting its proposal. The Contracting Authority shall not be responsible for such costs under any circumstances.

#### **6. Article Six: Pre-Bid Meeting**

Bidders shall familiarize themselves with local conditions and take them into account when preparing their proposals.

To enable bidders to obtain project-related and local-condition information directly from the source, the Contracting Authority may organize a **Pre-Bid Meeting**.

The meeting shall be held at the address and time specified in the Data Sheet, and attendance shall be optional. Bidders shall contact the representative of the Contracting Authority specified in the Data Sheet to obtain any additional information regarding the **Pre-Bid Meeting**.

The Contracting Authority shall prepare minutes of the meeting, including all clarification requests submitted regarding the Request for Proposals and the responses provided. These minutes shall be communicated to all bidders (including those who did not attend the meeting) who have received the Request for Proposals documents, in order to enable them to prepare their proposals based on the information provided. A copy of these minutes shall also be attached to the Request for Proposals documents on the centralized electronic platform of the Public Procurement Authority, where applicable.

## **2. Request for Proposals Documents**

#### **7. Article Seven: Contents of the Request for Proposals Documents**

The Request for Proposals documents shall include the documents and annexes issued in accordance with Article Ten below.

## **8. Article Eight: Clarification of the Request for Proposals Documents**

**8.1** The bidder shall have the right to submit a written request for clarification (sent to the address specified in the Data Sheet) regarding the Request for Proposals within a period ending ten (10) days prior to the submission deadline.

**8.2** If the bidder discovers any error or deficiency in the bidding documents, particularly in Part Two (Procurement Requirements), the bidder shall immediately notify the Contracting Authority in writing of such deficiency, omission, or error, at the address specified in Article 8.1 above.

**8.3** The Contracting Authority shall respond within a period ending six (6) days prior to the submission deadline. The clarification shall be issued in writing, at the same time and without identifying the source of the request, to all bidders who have been provided with the Request for Proposals documents.

## **9. Article Nine: Amendment of the Request for Proposals Documents**

The Contracting Authority may, at any time prior to the submission deadline and for any reason whatsoever, whether on its own initiative or in response to a clarification request from a bidder, amend the Request for Proposals by issuing an addendum. In such case, the amendment shall be immediately communicated to all bidders who have received the Request for Proposals documents. Such amendment shall be binding on those bidders and shall be published on the centralized electronic platform of the Public Procurement Authority and on the website of the Contracting Authority, using the same means previously adopted for announcement and/or notification of the Request for Proposals.

If the information published in the Request for Proposals becomes materially different as a result of such amendment, the Contracting Authority shall ensure publication of the clarification or amendment and all revised information in the same manner and location as the original information. The Contracting Authority may extend the submission deadline to allow sufficient time for bidders to take the clarification or amendment into account when preparing their proposals and to enable submission of responsive proposals.

Any addendum issued pursuant to this Article shall form an integral part of the Request for Proposals documents.

## **3. Preparation of Proposals**

### **10. Article Ten: Documents Comprising the Proposals**

**10.1** The proposal submitted by the bidder shall consist of the following (in accordance with Article Fifteen below):

- a. The bid security required under Article Three above.
- b. The administrative documents required under Article Four above.
- c. The technical proposal as specified in Article Fifteen below, in addition to any documents required under Chapter Four, duly stamped and signed by the bidder.

d. The financial component of the proposal (financial proposal) as specified in Article Fifteen below, in addition to any documents required under Chapter Four, dated, stamped, and signed by the bidder and bearing the required fiscal stamp.

**10.2** The proposal and all related documents and correspondence shall be written in the Arabic or English language. Where other language than Arabic or English is used in the proposal, the bidder shall provide a certified legal translation of all or part of the proposal documents, upon request, into the language specified in the Data Sheet.

**10.3** Any proposal that does not include all specifications and documents mentioned above may be subject to rejection.

## **11. Article Eleven: Prices and Currencies of Proposals**

**11.1** The contract shall cover all services specified in the Terms of Reference.

**11.2** The bidder shall submit a price schedule (a template is attached in Chapter Five to be completed by the bidder) in the currency specified in the Data Sheet. The bidder shall indicate the unit price and total price for each item listed in the Financial Forms (where applicable), both in figures and in words, without erasure, alteration, deletion, or overwriting. Any correction shall be initialed by the bidder.

If any discrepancy appears between the price in figures and the price in words for any item, the price in words shall prevail. Items not priced by the bidder shall not be paid by the Contracting Authority upon execution, as their cost shall be deemed included within other items of the Financial Forms.

The price schedule shall be signed, dated, and stamped by the bidder's authorized legal representative.

**11.3** The categories, prices, and total proposal price submitted by the bidder shall include all taxes and duties payable due to the contract or for any other reason up to the submission deadline, except for Value Added Tax (VAT), which shall be stated separately as required in the Financial Forms.

If VAT is not explicitly stated, it shall be deemed included in the submitted price without any subsequent increase.

## **12. Article Twelve: Validity Period of Proposals**

**12.1** The proposal shall remain valid for the period specified in the Data Sheet, provided that such period shall in all cases not be less than sixty (60) days from the submission deadline.

**12.2** In exceptional circumstances, the Contracting Authority may request bidders, prior to the expiration of their proposal validity period, to extend such period for an additional specified duration. Such request, and the bidders' responses, shall be made in writing. The bidder may refuse such request without forfeiture of its bid security.

**12.3** Bidders who agree to extend the validity period of their proposals shall extend the validity of their bid securities or provide new bid securities covering the extended period. A bidder

who fails to extend the bid security or provide a new one shall be deemed to have refused the extension request.

**12.4** The validity of the proposal shall automatically be extended in the event that procurement procedures are suspended for a specified period by the Review Body in accordance with Chapter Seven of Public Procurement Law No. 244/2021, for a duration equal to the suspension period. The bidder shall extend the validity of its bid security accordingly.

### **13. Article Thirteen: Phases of the Technical Proposal and Inputs from the Contracting Authority**

**13.1** The project shall be implemented in phases as specified in the Data Sheet. Where the project includes multiple phases, the Consultant shall execute each phase separately and shall not proceed to a subsequent phase without obtaining the Contracting Authority's approval for the phase under execution.

**13.2** The technical components of the proposal shall cover all phases specified in the Terms of Reference. The bidder shall also detail the financial components of its proposal for each phase as specified in the Terms of Reference.

**13.3** The Contracting Authority shall provide the inputs, facilities, information, and support specified in the Data Sheet to bidders free of charge, assist them in obtaining the licenses and permits required to perform the services, and provide project data and related reports for each project phase, as detailed in the Terms of Reference.

### **14. Article Fourteen: Form and Signature of the Proposal**

**14.1** The bidder shall submit the set of documents constituting the proposal as specified in Article Ten above. The original shall be clearly marked "ORIGINAL." Two copies shall also be submitted, each clearly marked "COPY." In case of any discrepancy between the original and the copies, the original shall prevail.

**14.2** The original proposal shall be typed or printed in black ink or written in indelible blue ink and shall be signed by the person or persons authorized to sign on behalf of the bidder in accordance with Article 4.3 above.

**14.3** The proposal shall not contain any changes or additions except those complying with the instructions of the Contracting Authority or those necessary to correct errors made by the bidder. Such corrections shall be initialed by the person or persons signing the proposal.

**14.4** The authorized signatory shall initial all pages of the Request for Proposals documents.

## **4. Submission of Proposals**

### **15. Article Fifteen: Sealing and Marking of Envelopes**

#### **15.1 Internal Envelopes:**

The proposal shall include the following envelopes:

#### 15.1.1 Envelope One:

The envelope shall be marked with the following:

- **"Envelope No. 1 – Administrative Documents and Technical, Functional, and Performance Aspects",**
- **Name of the bidder**
- **Subject of the procurement**
- **Date of the session for opening the administrative, technical, functional, and performance envelopes**

**Envelope One shall include:**

- Bid security.
- Documents required under Article Four (Eligible Bidders and Required Administrative Documents).
- Request for Proposals documents referred to in Article Seven above, duly signed and stamped by the bidder.
- The technical, functional, and performance components of the proposal, including:
  - i. A brief description of the bidder's organizational structure and a summary of recent assignments completed or currently underway.

This description shall include a summary of:

- The experience of professional staff and subcontracted consultants who participated in each assignment, the duration of each assignment, the contract value of each assignment, and the extent of the bidder's participation, and the date of the assignment.
- The information provided shall relate to assignments in which the bidder legally contracted with the Contracting Authority as a firm or as a lead firm in a joint venture.

Documented assignments performed by individual professional personnel acting in their own capacity, whether self-employed or engaged through other consulting firms, joint ventures, or associations/consortia formed for the purpose of participating in the procurement project, may be counted as part of the Bidder's experience, provided that such assignments are listed in the curricula vitae of the professional personnel concerned.

Bidders shall also substantiate the experience stated in their bids by submitting summaries of completed projects supported by sufficient evidence, and any serious and reliable supporting documentation evidencing the performance of the relevant assignments, including, without limitation, previous contracts, notices to proceed, letters of appointment or engagement, certificates of satisfactory performance or completion, reference letters issued by former clients, official documents proving actual participation in the stated assignments. In addition, the curricula vitae must be signed by the professional personnel concerned and shall include their full commitment to the assignment and its timing, together with an undertaking that they are not committed to more than one bidder for the same project.

ii. Comments and suggestions regarding the Terms of Reference that the bidder considers appropriate to improve the assignment and its outputs.



iii. A detailed and comprehensive description of the proposed approach, methodology, and work plan. The work plan shall include a complete breakdown of the planned and expected time allocation for each professional staff member throughout all project phases, presented in the form of a bar chart.

Guidelines regarding the content of this section of the technical proposal are provided in the standardized technical template in Chapter Five.

The work plan shall be consistent with the project schedule.

This description shall also include:

- A list of the bidder's project team, categorized by area of expertise and the position assigned to each member and their responsibilities (Technical Form 5 – Chapter Five).
  - An estimate of the team inputs required to carry out the assignment (Technical Form 7 – Chapter Five). The input statement shall specify the number of staff-months/weeks separately for office-based work and field activities.
  - A detailed description of the proposed training methodology, where the Data Sheet specifies that training constitutes a defined component of the assignment.
- An electronic copy of the administrative documents and the technical, functional, and performance components.

#### 15.1.2 Envelope Two:

The envelope shall be marked with the following:

- "Envelope No. 2 – Financial Components of the Proposal",
- Name of the bidder
- Subject of the procurement
- Date of the session for opening the administrative, technical, functional, and performance envelopes

It shall contain the financial components of the proposal in accordance with the attached templates. It shall also include an electronic copy of the financial components of the proposal and its supporting documents

15.1.3 The technical components and documents shall not contain any financial information related to the proposal. Any proposal containing such information shall be rejected as non-responsive.

#### 15.2 Outer Envelope

The two envelopes (1) and (2) mentioned above shall be placed in a single outer white envelope provided by the procuring authority, on which the following shall be printed in black ink:

- Request for Proposals for Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria for the Telecommunications Regulatory Authority.
- Date of the Request for Proposals: 22 September 2026

**15.2.1** The bidder shall receive from the TRA focal point Ms. Corine Feghaly the outer envelope on the address specified in chapter 4, the bidder shall **not** place on the outer envelope any distinguishing mark, such as the bidder's name, capacity, or address, under penalty of rejection.

**15.2.2** If the outer envelope is not sealed as specified above, the Contracting Authority shall not be responsible for loss of the proposal or its opening prior to the official opening session.

**15.2.3** The Contracting Authority shall not be responsible for misplacement, loss, or premature opening of Proposals if the outer envelope is not sealed and/or not marked as required. Such non-compliance may result in rejection of the Proposal.

Failure to submit the Financial Proposal in a separate sealed envelope duly marked as indicated above shall constitute grounds for declaring the Proposal non-responsive.

**15.2.4** Signature and Authorization: An authorized representative of the Bidder shall sign and stamp the original Technical Proposal and the original Financial Proposal. The Bidder shall provide evidence of such authorization in the form of a written power of attorney attached to the Proposal, or any other document acceptable to the Contracting Authority demonstrating that the representative is duly authorized to sign on behalf of the Bidder.

The signed versions shall be marked "ORIGINAL."

The authorized representative shall initial all pages of the original Technical Proposal and the original Financial Proposal.

### **15.3 Place of Submission of Proposals**

Proposals shall be submitted to the Contracting Authority by registered sealed mail or delivered by hand directly to the address specified in the Data Sheet.

Proposals shall be submitted in writing and duly signed as stipulated in this Article. The Contracting Authority shall provide the bidder with a **receipt indicating a serial number**, together with the date and time of receipt (hour, minute, day, month, and year).

### **16. Article Sixteen: Submission Deadline**

**16.1** Proposals shall reach the Contracting Authority at the address and before the deadline specified in the Data Sheet.

**16.2** The Contracting Authority may extend the submission period through subsequent instructions in accordance with Article Nine above. In such case, all rights and obligations of the Contracting Authority and bidders shall be extended to the new deadline.

### **17. Article Seventeen: Late Proposals**

**17.1** Any proposal received at the address of the Contracting Authority after the submission deadline specified in the data sheet shall not be opened and shall be returned sealed to the bidder by the Tender Committee.

### **18. Article Eighteen: Modification of Proposals**

**18.1** A bidder may modify or withdraw its proposal prior to the submission deadline without forfeiture of its bid security. The modification or withdrawal request shall become effective upon receipt by the Contracting Authority before the submission deadline.

## **Chapter Two – Evaluation Methodology**

### **For Participation in the Request for Proposals for Consulting Services**

#### **19. Article Nineteen: Opening of Envelopes**

The envelopes shall be opened mandatorily in two stages. The Outer Envelope and Envelope No. 1 shall be opened during the proposal opening session, while Envelope No. 2 shall remain sealed and signed by the Tender Committee until the completion of the examination and evaluation of the technical, functional, and performance characteristics of the proposals and the issuance of the Tender Committee's decision regarding acceptance or rejection of the technical proposals.

##### **19.1 Technical Proposal Opening Date**

The Contracting Authority shall open the envelopes at the public session specified in the Data Sheet.

**19.2** The Tender Committee, in the presence of representatives of bidders who have chosen to attend at the specified place and time for opening proposals, shall announce the name of the bidder and any other details deemed appropriate by the Committee.

##### **19.3 Stages of Opening Proposals**

The Committee shall open the proposal envelopes as follows:

- **Stage One:** Opening of Envelope No. 1 (administrative documents and technical, functional, and performance components).
- **Stage Two:** Members of the Tender Committee shall sign Envelope No. 2, which shall remain sealed until it is opened in a second public session scheduled after completion of the evaluation of the technical, functional, and performance components. Only bidders whose proposals are responsive (i.e., meeting the minimum requirements) in accordance with Articles 22 and 23 below shall attend this session.

##### **19.4 Minutes of Proposal Opening**

The Committee shall prepare minutes of the envelope opening session, including the information announced to attendees and all relevant proceedings.

#### **20. Article Twenty: Confidentiality of Procedures**

**20.1** Information related to the examination, clarification, evaluation, and comparison of proposals, and recommendations concerning the technical, functional, and performance aspects of proposals, shall remain confidential. Deliberations of the Tender Committee shall not be disclosed outside the proposal opening session.

#### **21. Article Twenty-One: Clarification of Proposals and Communication with the Contracting Authority**

##### **21.1 Clarification Requests**

Where the information or documents submitted in the proposal are incomplete or incorrect, or where a specific document is missing, the Contracting Authority may request, in writing, clarifications from the concerned bidder or request submission or completion of relevant information or documents within a specified time period.

All correspondence shall be in writing, and the Contracting Authority shall observe the principles of transparency and equal treatment among bidders when issuing clarification or completion requests.

### **21.2 Communication with the Contracting Authority**

No bidder shall contact the Contracting Authority, the Tender Committee, or the Expert Committee (or expert) referred to in Article 22-3 below, or any member thereof, from the date of opening the envelopes until the contract is awarded. If any bidder wishes to provide additional information to the Contracting Authority or the Tender Committee, such communication shall be made in writing.

### **21.3 Grounds for Exclusion and Legal Action**

Any attempt by a bidder to influence the Contracting Authority, the Tender Committee, or the Expert Committee during the evaluation and comparison of proposals or during the contract award process may result in disqualification of the proposal and the application of measures provided for under the Public Procurement Law.

## **22. Article Twenty-Two: Compliance with Administrative and Technical Requirements**

**22.1 Administrative Compliance:** The Tender Committee shall accept a proposal when it complies with all provisions, conditions, and specifications set forth in the bidding documents without any material change, reservation, or substantial deviation (substantially responsive).

**22.2 Rejection of Proposal:** The Committee shall reject any non-compliant proposal. Such proposal shall not subsequently be made compliant by withdrawing reservations or deviations. Envelope No. 2 relating to that proposal shall not be opened and shall be returned sealed to the bidder after completion of the procurement procedures.

**22.3 Use of Experts:** The Tender Committee may seek the opinion of an expert or an expert committee composed of specialists from within or outside the Contracting Authority to examine proposals from the technical, functional, and financial perspectives and to determine their compliance with the Terms of Reference specified in Chapter Six and eight of the Request for Proposals.

## **23. Article Twenty-Three: Stages of Proposal Evaluation**

**23.1** The Tender Committee shall evaluate proposals for administrative and technical compliance in accordance with Article Twenty-Two above.

### **23.2 Preliminary Examination of Proposals**

**23.2.1** The Tender Committee shall examine the proposal to ensure that all documents required under Article 15-1.1 of the Instructions to Bidders are present and compliant with administrative, legal, and technical requirements.

**23.2.2** The Tender Committee shall verify that the conditions and provisions specified in the General and Special Conditions of Contract have been accepted by the bidder without any reservations or material changes.

**23.2.3** Failure to provide any of the required information or documents shall expose the proposal to rejection.

### **23.3 Review of Conditions and Evaluation of Technical, Functional, and Performance Aspects**

### **23.3.1**

The Tender Committee shall review the technical, functional, and performance aspects of the submitted proposal in accordance with Article Fifteen of the Instructions to Bidders to ensure that all requirements specified in Chapter Six (Terms of Reference) are present without reservations or material changes.

The Committee shall assign scores for the technical evaluation criteria as specified in the forms table in Chapter Five and in accordance with the evaluation methodology set out in Chapter Two.

### **23.3.2**

Proposals that fail to meet the minimum technical, functional, and performance requirements shall be deemed non-responsive and rejected. Each bidder whose proposal is rejected shall be notified of the reasons for rejection, and the sealed envelope containing the financial proposal shall be returned to the bidder after completion of the procurement procedures.

## **23.4 Opening and Evaluation of Financial Proposals**

**23.4.1** Proposals that meet or exceed the minimum technical, functional, and performance requirements shall be considered substantially responsive. The Contracting Authority shall notify each bidder that submitted a substantially responsive proposal of the technical score achieved. The Contracting Authority shall invite all such bidders to attend the session for opening the envelopes containing the financial components of their proposals.

**23.4.2** The technical score and the corresponding financial proposal of each responsive bidder shall be read aloud in the presence of bidders invited in accordance with paragraph 23.4.1 above.

**23.4.3** The Tender Committee shall correct arithmetic errors in accordance with Article 24 below and shall promptly notify the bidder.

**23.4.4** Where the quantity of a specific item or activity stated in the technical proposal differs from that stated in the financial proposal, the Tender Committee shall correct the quantity in the financial proposal to align with the quantity stated in the technical proposal, apply the unit price specified in the financial proposal to the corrected quantity, and accordingly correct the total proposal cost.

**23.4.5** The joint technical and financial evaluation procedures shall be conducted in accordance with paragraph five of Article Twenty-Three below.

**23.4.6** Under all circumstances, any negotiation concerning submitted proposals is strictly prohibited.

## **23.5 Comparison of Proposals**

**23.5.1** The Contracting Authority shall compare the financial components of responsive proposals and determine the winning proposal in accordance with the criteria and procedures specified in the Request for Proposals.

The winning proposal shall be the proposal that achieves the best overall evaluation based on:

- (a) the non-price criteria specified in the Request for Proposals; and
- (b) the price, in accordance with Article 23.4 above.



**23.5.2** The proposal with the lowest financial cost (FM) shall receive the highest score for the financial component.

Scores for other proposals (SF) shall be calculated proportionally in inverse relation, as specified in the formula set out in the Data Sheet.

The final combined technical and financial score shall determine the winning bidder.

The following definitions shall apply:

ST = Technical score of the proposal, calculated out of T 50 (data sheet)

SF = Financial score of the proposal, calculated out of F 50 (data sheet)

T = Weight of the technical score is 50% of full grade

F = Weight of the financial score is 50% of full grade

S = Final score of the proposal

$T + F = 100\%$

$S = ST + SF$

**23.5.3** The Committee reserves the right to accept or reject any change or deviation proposed by a bidder in accordance with the guidance of the Public Procurement Authority.

#### **24. Article Twenty-Four: Correction of Errors in Financial Proposals**

##### **24.1 Method of Correction**

The Committee shall review arithmetic errors only for responsive proposals in accordance with the previous Article. Errors shall be corrected as follows:

**24.1.1** If there is a discrepancy between the unit price and the total amount resulting from multiplication of the unit price by the quantity, the unit price shall prevail and the total amount shall be corrected accordingly, unless the Tender Committee determines that there is a decimal point error in the unit price, in which case the total amount shall prevail and the unit price shall be corrected. Note: Unit prices have been adopted in the financial forms F5 and F6.

**24.1.2** If there is an error in the total sum resulting from addition or subtraction of subtotals, the subtotals shall prevail and the total amount shall be corrected accordingly.

**24.1.3** If there is a discrepancy between amounts written in words and figures, the amount written in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case it shall be corrected in accordance with the preceding paragraphs.

**24.2** Bidders shall be requested to accept correction of arithmetic errors. If the bidder refuses, its proposal shall be rejected.

#### **25. Article Twenty-Five: Currency Used in Financial Evaluation**

**25.1** Proposals shall be submitted in the currency specified in the Data Sheet, and evaluation shall be conducted on the basis of that currency.

For evaluation and comparison purposes, the currency or currencies of proposals shall be converted into a single currency as specified in the Data Sheet.

## 5. Contract Award and Signature

### 26. Article Twenty-Six: Right of the Contracting Authority to Cancel the Procurement

26.1 The Contracting Authority shall have the right to reject proposals that do not comply with the conditions specified in these bidding documents and in the Public Procurement Law. It shall also have the right to cancel the procurement process where the conditions specified in **Article 25 of the Public Procurement Law** are met.

### 27. Article Twenty-Seven: Rules for Acceptance of the Winning Proposal

27.1 Subject to the preceding Article, after verification of the winning proposal, the Contracting Authority shall notify the bidder who submitted that proposal and shall simultaneously publish its decision regarding acceptance of the winning proposal (provisional award). Such decision shall enter into force upon expiration of the standstill period of ten (10) working days commencing from the date of publication on the platform (and on the website of the Contracting Authority).

27.2 The total price submitted by the bidder shall constitute the final price on the basis of which payments shall be made.

The bidder shall remain responsible for providing the required items in accordance with the specifications and quantities set forth in the Request for Proposals, following correction of any arithmetic errors identified by the Committee during evaluation of the financial components of the proposals in accordance with **Article Twenty-Four** above.

### 28. Article Twenty-Eight: Contract Signature

28.1 Upon expiration of the standstill period provided for in paragraph (1) of Article 27 above, the Contracting Authority shall notify the provisional awardee to sign the contract within a period not exceeding fifteen (15) days.

28.2 The competent authority within the Contracting Authority shall sign the contract within fifteen (15) days from the date of its receipt from the final oversight authority after signature by the provisional awardee. This period may be extended to thirty (30) days in specific cases determined by a reasoned decision issued by the competent authority.

28.3 The contract shall become effective upon signature by both the provisional awardee and the competent authority of the Contracting Authority.

28.4 Neither the Contracting Authority nor the provisional awardee shall take any action that contradicts the entry into force of the contract or the execution of the procurement during the period between notification of the provisional award and the effective date of the contract.

28.5 If the provisional awardee refuses to sign the contract, the Contracting Authority shall confiscate the bid security. In such case, the Contracting Authority may either cancel the procurement or select the next best proposal, i.e., the proposal ranked next in score among the responsive proposals in accordance with the criteria and procedures specified in this Request for Proposals and the Public Procurement Law, provided that its validity period remains in force. The provisions of Articles Twenty-Seven and Twenty-Eight shall apply to that proposal after making the necessary adjustments.

### 29. Article Twenty-Nine: Performance Security

**29.1** The bidder awarded the contract shall submit to the Contracting Authority, within a period not exceeding fifteen (15) days from the effective date of the contract, a **performance security** equal to ten percent (10%) of the contract value, in accordance with the template attached in **Chapter Ten (Contract Annex Templates)**.

The performance security shall be issued by an acceptable bank or provided as a cash guarantee deposited directly into one of the Treasury accounts or into the account of the Contracting Authority against a receipt. The guarantee shall be issued in the name of the project and subject of procurement for the benefit of the Contracting Authority.

**29.2** Failure of the awarded bidder to comply with the requirements of Article 29.1 shall constitute grounds for cancellation of the contract award and forfeiture of the bid security.

### **Chapter Three – Eligibility and Qualification Criteria**

#### **For Participation in the Request for Proposals for Consulting Services**

**Project:**

Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:**

Telecommunications Regulatory Authority (TRA)

#### **30. Article Thirty: Eligibility and Qualification Criteria**

The professional, technical qualifications, financial resources, equipment, physical facilities, administrative capacity, experience, and human resources of bidders shall be evaluated to determine their capability to execute the contract, (**Part III, Chapter 8 section 4 Minimum Qualifications of bidders**).

#### **31. Article Thirty-One: Application for Submission of Proposal**

Guidelines regarding the content of the application for submission of a proposal are provided in the templates specified in **Chapter Five**.

These templates include documents relating to General information, Required experience, and Other relevant qualification details.

## Chapter Four – Data Sheet

### For Participation in the Request for Proposals for Consulting Services

#### Project:

Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

#### Contracting Authority:

Telecommunications Regulatory Authority (TRA)

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1                       | <p><b>Name of the Contracting Authority:</b> Telecommunications Regulatory Authority (TRA)</p> <p><b>Budget Allocation:</b> Funds allocated within the budget of the Telecommunications Regulatory Authority for the year <b>2026</b>, and by MIC1 and MIC2 contributions as per the Council of Ministers decision No. 10 dated 10/9/2026.</p>                                                                                                                                                                                                                                                                                         |
| 1.2                       | <p><b>Invitation:</b> Public</p> <p><b>Address of the Contracting Authority:</b> Beirut, Riad El Solh, Ministry of Telecommunications Building, Third Floor</p> <p><b>Obtaining the Request for Proposals:</b> Free of charge and electronically via the Contracting Authority's website or through the central electronic platform</p> <p><b>Time for Submission of Proposals:</b> 12:00 PM (noon) on Tuesday 13 October 2026</p> <p><b>Place of Submission of Proposals:</b> Third Floor, Secretariat Office of the Authority</p> <p><b>Attention:</b> Ms. Corine Feghaly, Director of Consumer Affairs and Public Consultations</p> |
| 1.3                       | <p><b>Implementation Period:</b> 3 months</p> <p><b>Address for Submission of Reports and Deliverables:</b> Telecommunications Regulatory Authority</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.1                       | <p><b>Bid Security Amount:</b> USD 10,000 (in words: Ten Thousand United States Dollars) or its equivalent in Lebanese Pounds</p> <p><b>Bank Guarantee:</b> _____</p> <p><b>Cash Guarantee:</b> _____</p> <p><b>Issued in favor of:</b> Telecommunications Regulatory Authority</p>                                                                                                                                                                                                                                                                                                                                                    |

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1.1.1                   | The bidder's (individual or consortium) total turnover for the last three years must exceed <b>USD 10 million</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.1.1.2                   | <p><b>Number of Similar Projects:</b> Three projects</p> <p><b>Within the Last:</b> Ten years</p> <p>(At least three (3) completed assignments within the last ten (10) years involving the structuring and/or drafting of complex public-sector telecommunications or infrastructure contracts in markets of at least seven (7) million mobile subscribers or equivalent scale demonstrated by the Bidder).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4.1.1.3                   | <b>Team Composition:</b> As specified in the Terms of Reference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4.1.1.4                   | <b>Other Capacities and Qualifications:</b> As specified in the Chapter 8 Special conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.3                       | <p>The bidder shall submit the following documents as part of its proposal:</p> <ol style="list-style-type: none"> <li><b>Proof of Financial Qualifications:</b> Audited financial statements issued by licensed auditors for the company for the last three (3) fiscal years.</li> <li><b>Proof of Technical Qualifications:</b> Certificates of satisfactory performance and completion of projects similar in size and nature during the last ten (10) years.</li> <li><b>Proof of Professional Qualifications:</b> Curricula vitae (CVs) of all key personnel of the bidder who are directly associated with the proposal.</li> <li><b>Other Supporting Documents:</b> Any additional documents required to demonstrate further qualifications as specified in the Data Sheet or as deemed necessary.</li> <li><b>Legal Authorization:</b> Power of attorney, duly notarized, if the proposal is submitted and signed by a person other than the owner of the bidding company or one of its authorized signatories.</li> <li><b>Criminal Record Certificate:</b> Copy of the criminal record of the authorized signatory or legal representative of the bidder, issued within the last three (3) months and free of any dishonorable conviction.</li> <li><b>Articles of Incorporation / By-Laws:</b> The company's Articles of Incorporation if the proposal is submitted in the name of a company.</li> <li><b>Board of Directors / Management Information:</b> Names of the current members of the Board of Directors and/or managers if the proposal is submitted in the name of a joint-stock company or institution.</li> </ol> |

*Handwritten signature*

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <p>i. <b>Consortium Agreement (if applicable):</b> Copy of the consortium agreement in the case of a consortium submitting a joint proposal, duly certified by a notary public or another competent legal authority.</p> <p>j. <b>Requirements for Foreign Bidders:</b> In case of the participation of a foreign bidder, the bidder must comply with one of the following conditions:</p> <ol style="list-style-type: none"> <li>1. Is part of a coalition that includes at least one Lebanese company that meets the conditions required by the specific Tender document of the procurement project.</li> <li>2. The personal presence of the legal representative of the company to participate in the procurement proceedings. If requested</li> <li>3. Has an authorized agent or representative in Lebanon responsible for signing the contract on its behalf.</li> </ol> <p>In addition to the above conditions, the foreign bidder must submit the following:</p> <ol style="list-style-type: none"> <li>1. Certificate registration of the company or certificate of establishment issued by the relevant authorities in their country duly legalized by the Lebanese Embassy and the Lebanese Ministry of Foreign Affairs.</li> <li>2. Certificate from the Lebanese Ministry of Economy and Trade confirming compliance with the provisions of the Law on Israel Boycott. (the offer will be rejected if the bidder fails to present this certificate)</li> <li>3. The required certificates according to the laws of the country where the bidder is located, provided that these certificates are authenticated according to the regulations of the competent authorities in its home country, duly legalized by the Lebanese Embassy and the Lebanese Ministry of Foreign Affairs.</li> </ol> <p>k. <b>Letter of Undertaking:</b> Letter of undertaking in the attached template, duly signed and stamped by the bidder and bearing fiscal stamps in the amount of <b>LBP 1,000,000</b>, confirming the bidder's commitment to the price and validity of the proposal and acknowledging that the Contracting Authority is not obligated to accept any proposal received.</p> <p>l. <b>Commercial Registration Certificate:</b> A certificate evidencing that the Lebanese Bidder is duly registered in the Commercial Register. Where the bid is submitted in the name of a company or an establishment, the certificate must have been issued no more than one year prior to the date of the bid opening session. Where the Bidder is foreign, it shall submit the supporting documents required under the laws of its country, duly legalized by the Lebanese Embassy in that country and by the Ministry of Foreign Affairs in Lebanon</p> <p>m. <b>Social Security Clearance Certificate:</b> Valid clearance certificate issued by the National Social Security Fund (NSSF), or a certified copy thereof,</p> |

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <p>confirming that the bidder has paid all required contributions, if the proposal is submitted in the name of a company or institution.</p> <p>m. <b>Tax Registration Certificate:</b> Certificate of registration with the Ministry of Finance (Income Tax).</p> <p>n. <b>VAT Registration Certificate:</b> Certificate of registration with the Value Added Tax (VAT) Directorate, if applicable; otherwise, a declaration by the bidder stating that VAT registration does not apply.</p> <p>o. <b>Bankruptcy and Liquidation Status Certificate:</b> Certificate indicating the bidder's bankruptcy status and liquidation stages, if any, issued within a period not exceeding three (3) months prior to the proposal submission deadline.</p> |
| 6                         | <b>Pre-Bid Meeting:</b> To be held upon request, provided that all bidders are notified by email of the date, time, address, and contact details of the Contracting Authority's representative.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8.1                       | <p><b>Address for Requests for Clarification:</b></p> <p><b>Name:</b> Ms. Corine Feghaly</p> <p><b>Title:</b> Director of Consumer Affairs and Public Consultations</p> <p><b>Address:</b> Riad El Solh Street, Ministry of Telecommunications Building, Third Floor, Room 316</p> <p><b>Email:</b> <a href="mailto:tender@tra.gov.lb">tender@tra.gov.lb</a></p>                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.3                       | <b>Date for Responding to Clarifications:</b> At least six days before the final deadline for submission of proposals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10.2                      | <b>Language(s) to be Used:</b> Arabic and English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11.2                      | <b>Currency to be Used:</b> United States Dollar (USD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12.1                      | The proposal shall remain valid for <b>sixty (60) days</b> from the final date for submission of proposals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13.1                      | <p><b>Phases of Project Implementation</b></p> <p><b>1. Diagnostic and Technical Preparation Phase – Module 1:</b><br/>Project mobilization, governance arrangements, review and validation of available technical, operational, financial, and regulatory information, identification of data gaps, and definition of the technical and performance framework.</p> <p><b>2. Risk, Commercial and Financial Structuring Phase – Module 1:</b><br/>Development of the risk allocation and mitigation framework, revenue-sharing and</p>                                                                                                                                                                                                               |

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <p>CAPEX/OPEX mechanisms, and the integrated dynamic financial model, including relevant scenarios and sensitivities.</p> <p><b>3. Legal, Contractual and Finalization Phase – Module 1:</b><br/>Drafting, review, validation, and finalization of the tender document, Tender Participation Requirements and Prequalification Criteria, the Management and Operating Agreements for MIC1 and MIC2, and all related schedules and annexes, ensuring consistency across the technical, financial, risk, and contractual components.</p> <p><b>4. Optional Tender Support Phase – Module 2:</b><br/>If activated by the TRA, this phase shall include support during the tendering and procurement process, including bidder clarifications and addenda, pre-bid and due-diligence sessions, advisory support during bid evaluation, and MOA clarification and contract finalization, while preserving the decision-making authority of the procuring authority and competent bodies.</p> |
| 13.3                      | <p><b>Inputs, Facilities, and Support to be Provided by the Contracting Authority:</b></p> <p>The Contracting Authority shall provide all key inputs necessary for the implementation of the assignment, including the relevant data, information, reports, and documents, in particular the technical, operational, commercial, administrative, and financial reports, data, and information relating to the two mobile companies, MIC1 and MIC2. The Contracting Authority shall also provide the necessary facilities and support, enable the Consultant to access the relevant information, and assist it, where necessary, in obtaining the required approvals or authorizations, so as to ensure the proper performance of the services within the specified timeframes.</p>                                                                                                                                                                                                      |
| 15.3                      | <p><b>Address for Submission of Proposals:</b></p> <p>Telecommunications Regulatory Authority<br/>Attention: Ms. Corine Feghaly<br/>Title: Director of Consumer Affairs and Public Consultations<br/>Address: Riad El Solh Street, Ministry of Telecommunications Building, Third Floor, Room 316   Tel: 01-979309<br/>Email: <a href="mailto:tender@tra.gov.lb">tender@tra.gov.lb</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 16.1                      | <b>Submission Deadline:</b> Tuesday 13 October 2026, at 12:00 PM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 19.1                      | <b>Proposal Opening Session:</b> 1:00 PM on the proposal submission date, 13 October 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| Chapter/ Clause Reference                   | Data                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                    |             |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|--|----|
| 23.3.1                                      | <b>Criteria for Evaluation of the Technical, Functional, and Performance Aspects:</b><br>Experience: 20 points; Methodology: 20 points; Team: 10 points                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                    |             |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Criterion                                                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                                                        | Points      | Completion of assignments related to MOA / M&O agreements in the telecommunications sector | Evidence of completed advisory assignments involving the drafting or structuring of telecommunications management and operating agreements, including scope of work, key performance indicators (KPIs), governance, and commercial terms.<br><br>Scoring guideline: 8: ≥5 MOAs, 2+ mobile, lead role   5-7: 3-4 MOAs, 1+ mobile   1-4: 3 MOAs including one mobile | 8                                                                                                          | Preparation of public-sector tender documents (RFP/ITB + evaluation tools) | Evidence of experience in preparing tender documents, evaluation matrices, and proposal submission forms for complex public-sector service/operations contracts, with due regard to legal defensibility and auditability.<br><br>Scoring guideline: 6: ≥4 PPP projects, 2 in infra/telecom   4-5: 3 PPP projects, one in infra/telecom   1-3: 2 PPP projects, one in infra/telecom | 6 | Relevant legal/regulatory context (telecommunications + procurement) | Demonstrated experience working within telecommunications regulatory frameworks and public procurement rules comparable to those applicable in Lebanon.<br><br>Scoring guideline: 3: ≥ 6 assignments under Lebanese law   2: 4-5 assignments including Lebanon focus   1: 1-3 assignments with Limited Lebanon focus. | 3 | Experience in Lebanon / the MENA region or comparable markets | Practical experience in Lebanon, the MENA region, or comparable emerging markets with similar institutional or regulatory constraints.<br><br>Scoring guideline: 3: ≥1 Lebanese institutions or ≥2 MENA   2: 2 MENA   1: 1 MENA | 3 | Experience |  | 20 |
|                                             | Criterion                                                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                                                        | Points      |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Completion of assignments related to MOA / M&O agreements in the telecommunications sector                                                                                                                                                                              | Evidence of completed advisory assignments involving the drafting or structuring of telecommunications management and operating agreements, including scope of work, key performance indicators (KPIs), governance, and commercial terms.<br><br>Scoring guideline: 8: ≥5 MOAs, 2+ mobile, lead role   5-7: 3-4 MOAs, 1+ mobile   1-4: 3 MOAs including one mobile                 | 8           |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Preparation of public-sector tender documents (RFP/ITB + evaluation tools)                                                                                                                                                                                              | Evidence of experience in preparing tender documents, evaluation matrices, and proposal submission forms for complex public-sector service/operations contracts, with due regard to legal defensibility and auditability.<br><br>Scoring guideline: 6: ≥4 PPP projects, 2 in infra/telecom   4-5: 3 PPP projects, one in infra/telecom   1-3: 2 PPP projects, one in infra/telecom | 6           |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Relevant legal/regulatory context (telecommunications + procurement)                                                                                                                                                                                                    | Demonstrated experience working within telecommunications regulatory frameworks and public procurement rules comparable to those applicable in Lebanon.<br><br>Scoring guideline: 3: ≥ 6 assignments under Lebanese law   2: 4-5 assignments including Lebanon focus   1: 1-3 assignments with Limited Lebanon focus.                                                              | 3           |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Experience in Lebanon / the MENA region or comparable markets                                                                                                                                                                                                           | Practical experience in Lebanon, the MENA region, or comparable emerging markets with similar institutional or regulatory constraints.<br><br>Scoring guideline: 3: ≥1 Lebanese institutions or ≥2 MENA   2: 2 MENA   1: 1 MENA                                                                                                                                                    | 3           |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Experience                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                    | 20          |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | <table><tr><th>Criterion</th><th>Description</th><th>Points</th></tr><tr><td>Understanding of objectives, sector context</td><td>Understanding of the operating context of MIC1/MIC2, the roles of MoT and TRA, regulatory constraints, key</td><td>6</td></tr></table> | Criterion                                                                                                                                                                                                                                                                                                                                                                          | Description | Points                                                                                     | Understanding of objectives, sector context                                                                                                                                                                                                                                                                                                                        | Understanding of the operating context of MIC1/MIC2, the roles of MoT and TRA, regulatory constraints, key | 6                                                                          |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
|                                             | Criterion                                                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                                                        | Points      |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |
| Understanding of objectives, sector context | Understanding of the operating context of MIC1/MIC2, the roles of MoT and TRA, regulatory constraints, key                                                                                                                                                              | 6                                                                                                                                                                                                                                                                                                                                                                                  |             |                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                    |   |                                                                      |                                                                                                                                                                                                                                                                                                                       |   |                                                               |                                                                                                                                                                                                                                 |   |            |  |    |

| Chapter1 Clause Reference | Data                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |
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|                           | and stakeholder environment                                         | stakeholders, and the objectives of the proposed MOA. Scoring guideline: 5–6: Strong understanding of the objectives, sector context, institutional roles and key constraints, 3–4: Adequate understanding, with some gaps or limited depth, 0–2: Limited or generic understanding, with significant gaps.                                                                                                                                                                                                                               |        |
|                           | Coherence and feasibility of the methodology and Data Room approach | A practical, step-by-step methodology covering diagnostic work, Data Room review and information gaps, commercial and operational design of the MOA, drafting, and integration of technical, financial and legal components. Scoring guideline: 7–8: Comprehensive, coherent and feasible methodology, clearly adapted to the assignment and Data Room requirements, 4–6: Generally sound methodology, but with some gaps, limited detail or weaknesses in integration, 0–3: Incomplete, generic or insufficiently feasible methodology. | 8      |
|                           | Risk management, project management and stakeholder engagement      | Approach to identifying, allocating and mitigating risks; project governance, coordination with TRA, MoT and operators; meeting arrangements; and ability to deliver within the required timeline. Scoring guideline: 5–6: Strong and practical approach to risk, governance, coordination and timely delivery, 3–4: Adequate approach, with some weaknesses or limited detail, 0–2: Weak or insufficient approach to risk management, governance or stakeholder coordination.                                                           | 6      |
|                           | Methodology                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 20     |
|                           |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |
|                           | Criterion                                                           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Points |
|                           | Team Leader / Project Manager                                       | Senior-level experience in leading comparable assignments related to telecommunications operating and management agreements or complex procurement projects; demonstrated stakeholder management capabilities; and availability/level of commitment to the assignment.<br><br>Scoring guideline: 3: 20+ yrs, ≥5 MOAs/MAs   2: 15-20 yrs, ≥3 MOAs/MAs   1: 15 yrs, 1 MOA/MA                                                                                                                                                               | 3      |
|                           | Legal Expert / Contract Drafting Expert                             | Proven experience in drafting operating and management agreements, tender documents, governance provisions,                                                                                                                                                                                                                                                                                                                                                                                                                              | 3      |

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|----------------|-------------------------|----|--------------------------|----|-------------------|----|-----------------------|----|
|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | termination and transition arrangements, and dispute resolution mechanisms.<br><br>Scoring guideline: 3: 20+ yrs, ≥5 MOAs/MAs, expert in Lebanese Laws   2: 15-20 yrs, ≥3 MOAs/MAs   1: 15 yrs, 1 MOA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |           |                |                         |    |                          |    |                   |    |                       |    |
|                           | Financial, Commercial and Technical Telecommunications Expert                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Demonstrated experience in telecommunications financial modelling and commercial structuring, including revenue-sharing, CAPEX recovery, scenario and sensitivity analysis, together with experience in mobile network operations, modernization, QoS, performance indicators, and regulatory compliance.Scoring guideline: 4 – Strong: 15+ years of relevant experience, with substantial exposure to both financial/commercial structuring and mobile technical/regulatory assignments, including several directly comparable telecom projects, 2–3 – Adequate: 10–15 years of relevant experience, with solid experience in both areas but fewer comparable assignments or less depth in one component. 0–1 – Limited: 5–10 years of relevant experience, or significant gaps in either the financial/commercial or technical/regulatory component. | 4  |           |                |                         |    |                          |    |                   |    |                       |    |
|                           | Team                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10 |           |                |                         |    |                          |    |                   |    |                       |    |
| 23.5.2                    | <b>Technical score:</b> <table><tr><td>Component</td><td>Maximum Points</td></tr><tr><td>Subtotal A – Experience</td><td>20</td></tr><tr><td>Subtotal B – Methodology</td><td>20</td></tr><tr><td>Subtotal C – Team</td><td>10</td></tr><tr><td>Total Technical Score</td><td>50</td></tr></table> <p><b>Minimum score for acceptance of the technical proposal:</b> 75/100, equivalent to 37.5/50 (Minimum technical threshold to pass: 75% (≥ 37.5/50)). The ST has a maximum score of 50.</p> <p><b>Technical Weight (T):</b> 50%</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    | Component | Maximum Points | Subtotal A – Experience | 20 | Subtotal B – Methodology | 20 | Subtotal C – Team | 10 | Total Technical Score | 50 |
| Component                 | Maximum Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |
| Subtotal A – Experience   | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |
| Subtotal B – Methodology  | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |
| Subtotal C – Team         | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |
| Total Technical Score     | 50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |
| 23.5.2                    | <p><b>Financial score formula:</b> <math>SF = F(50) \times FM / Offer</math></p> <p>where SF represents the financial score of the proposal,</p> <p>FM represents the lowest financial proposal,</p> <p>and Offer represents the financial proposal under evaluation.</p> <p><b>Financial Weight (F):</b> 50%</p>                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |           |                |                         |    |                          |    |                   |    |                       |    |

| Chapter1 Clause Reference | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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| 23.5.2                    | <p><b>Final score formula:</b> <math>S = St + Sf</math></p> <p>Using the weights indicated below (T = the weight given to the Technical Proposal; F= the weight given to the Financial Proposal), responsive proposals will be ranked according to their combined technical (St) and financial (Sf) scores:</p> <p><math>S = St + Sf</math></p> <p><b>Weights:</b> The weights given to the Technical and Financial Proposals are:</p> <p>T= 0.5</p> <p>F= 0.5</p> <p>(T + F = 1)</p> |
| 25                        | <p><b>Currency to be used for evaluation:</b> United States Dollar (USD)   <b>Applicable exchange rate:</b> Rates determined by the Central Bank   <b>Exchange rate date:</b> The day preceding the final deadline for submission of proposals</p>                                                                                                                                                                                                                                    |

## **Chapter Five – Standard Forms for the Technical, Functional, Performance and Financial Aspects**

### **For Participation in the Request for Proposals for Consulting Services**

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority (TRA)

### **Standard Forms for the Administrative and Technical Components of the Proposal**

| <b>Form Reference</b>           | <b>Form Title</b>                                                                                                            |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Administrative Form – A1</b> | Bidder Information Form                                                                                                      |
| <b>Administrative Form – A2</b> | Letter of Undertaking                                                                                                        |
| <b>Administrative Form – A3</b> | Bid Security Letter                                                                                                          |
| <b>Administrative Form – A4</b> | Statement of Annual Turnover                                                                                                 |
| <b>Technical Form – T5</b>      | Description of the Bidder's Experience and Organizational Structure                                                          |
| <b>Technical Form – T6</b>      | Comments or Suggestions on the Terms of Reference and on the Data and Facilities to be Provided by the Contracting Authority |
| <b>Technical Form – T7</b>      | Description of the Approach, Methodology, and Work Plan for Performing the Assignment                                        |
| <b>Technical Form – T8</b>      | Team Composition and Task Assignment                                                                                         |
| <b>Technical Form – T9</b>      | Curriculum Vitae (CV) of Proposed Professional Staff                                                                         |
| <b>Technical Form – T10</b>     | Staffing Schedule                                                                                                            |
| <b>Technical Form – T11</b>     | Work Schedule                                                                                                                |

**Administrative Form – A1**  
**Bidder Information Form**

*[The Bidder shall complete this form in accordance with the instructions indicated below. No alterations to this form shall be permitted, and no substitutions shall be accepted.]*

**Project:**

Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Date:**

**Page:** \_\_\_\_\_ of \_\_\_\_\_

**1. Legal Name of the Bidder and Legal Status:**

[Insert the Bidder's legal name and legal status]

**2. In the case where the Bidder is formed as a consortium of natural and/or legal persons, the legal name of each partner shall be provided:**

[Insert the legal name of each partner]

**3. Country of Actual Registration of the Bidder:**

[Insert the name of the country]

**4. Year of Registration of the Bidder:**

[Insert the year of registration]

**5. Official Address of the Bidder in the Country of Registration:**

[Insert address]

**6. Names and Nationalities of the Owners:**

|      |       |              |       |
|------|-------|--------------|-------|
| a.   | _____ | Nationality: | _____ |
| b.   | _____ | Nationality: | _____ |
| c.   | _____ | Nationality: | _____ |
| etc. |       |              |       |

**7. Information on the Bidder's Authorized Representative**

- o **Name:** [Insert the name of the authorized representative]
- o **Position/Title:** [Insert position/title]
- o **Address:** [Insert address of the authorized representative]
- o **Telephone/Fax:** [Insert telephone and fax number]

o Email: [Insert email address]

**8. Attached Copies of Original Documents:**

[Tick the relevant boxes next to the original documents attached]

- ☐ Proof of Financial Qualifications
- ☐ Proof of Technical Qualifications
- ☐ Proof of Professional Qualifications
- ☐ Any other documents required to demonstrate additional qualifications
- ☐ Bid Security Letter
- ☐ Legal Authorization (if the proposal is submitted and signed by a person other than the owner of the bidding company or one of its authorized signatories), duly notarized
- ☐ Criminal record certificate of the authorized signatory, issued within the last three (3) months and free of any dishonorable conviction
- ☐ Certified copy of the partnership agreement or commercial registration extract, if the proposal is submitted in the name of a company or institution and signed by an authorized representative
- ☐ Articles of Incorporation / By-Laws (for companies)
- ☐ Names of current members of the Board of Directors or managers (for companies)
- ☐ In the case of a foreign company: document proving the validity of the power of attorney or representation of the foreign company in Lebanon, duly certified by the competent authority in accordance with the laws of the country in which the company is incorporated
- ☐ Letter of Undertaking in accordance with the attached template, duly signed and stamped by the bidder and bearing fiscal stamps of the required value
- ☐ Certificate confirming that the bidder is registered in the Commercial Register
- ☐ Clearance certificate from the National Social Security Fund (NSSF), or a certified copy thereof, valid on the date of the bid opening session, confirming that the bidder has paid all required contributions
- ☐ Certificate of registration with the Ministry of Finance (Income Tax)
- ☐ Certificate of registration with the Value Added Tax (VAT) Directorate
- ☐ Letter of Undertaking confirming the bidder's commitment to the price and validity of the proposal and acknowledging that the Contracting Authority is not obligated to accept any proposal received

- ☐ Copy of the Invitation Letter to participate in the Request for Proposals
- ☐ In the case where the Bidder is formed as a consortium/joint venture, a letter of intent to establish the partnership or a joint venture agreement (in such case, each partner shall complete this form)
- ☐ All documents related to the Technical Proposal:  
[Insert list of all such documents]
- ☐ Other documents and supporting materials:  
[Specify]

## Administrative Form – A2

### Letter of Undertaking

**For participation in the tender** (Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria)

**For the Benefit of: Telecommunications Regulatory Authority**

I, the undersigned ....., acting on behalf of the establishment/company ....., choosing a place of residence at ....., Region ....., District ....., Street ....., Property ....., Phone number ....., Office ....., Fax .....

I hereby declare that I have reviewed the Request for Proposals for Consulting Services relating to the provision of [insert Project Name] for the benefit of [insert name of the administration, public institution, or municipality], a copy of which I have received, and that I accept all the conditions set forth therein and undertake to comply fully with all of them.

I further undertake to execute the required services in their entirety, without any reservation or qualification whatsoever, and commit, in the event that the contract is awarded to me, to provide the specified services in accordance with the provisions of the tender document and to ensure the quality standards of the services subject to the award.

I also undertake to adhere to the price submitted for the validity period specified in the tender document and hereby declare my acceptance that the Telecommunications Regulatory Authority is not obligated to accept any proposal it may receive.

Furthermore, should the Telecommunications Regulatory Authority determine that I have failed to fulfill my obligations in accordance with the provisions of the Special Conditions of Contract related to this procurement, I hereby accept in advance, willingly and voluntarily, any administrative measure, judicial action, or financial penalty that may be imposed by the administration, and I submit this undertaking on that basis.

Date \_\_\_\_\_

Seal and Signature of the Bidder

Stamps of One Million  
Lebanese Pounds

## Administrative Form – A3

### Bid Security Letter

Bank: .....

To **Telecommunications Regulatory Authority**

**Subject:** Bid Security Letter for the amount of / only, based on the order of Mr.

For participation in (Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria)

We hereby declare that Bank....., located at ....., represented by the undersigned Mr. ...., acting on its behalf in his capacity as

....., and based on the order of Mr.  
..... (or Messrs. .... or Company  
.....),

personally and irrevocably undertakes to pay immediately, without any condition, any amount you request, up to the limit of (specify the amount and currency in numerals and words), in cash upon your first request by a written and signed letter from you, without any obligation to provide reasons for this claim.

Accordingly, our bank expressly acknowledges that this Bid Security Letter is self-contained and entirely independent of any relationship or contract between you and Mr. .... (or Messrs. .... or Company ..... ) and that our bank does not have the right, under any circumstances or at any time, to refuse or delay the payment of any amount you request based on this Bid Security Letter. Our bank also waives in advance any right to discuss or object to the payment request issued by you or any official on your behalf, or even to accept any objection that may be issued by Mr.

..... (or Messrs. .... or Company ..... ) or others regarding the payment of the amount to you as per your request.

This Bid Security Letter remains valid until ....., and at the end of this period, it automatically renews until you return it to us or inform us of our exemption from it.

Any amount paid by our bank based on this Bid Security Letter at your request reduces the maximum amount specified therein by the same amount.

This Bid Security is subject to Lebanese laws and the jurisdiction of the competent courts in Lebanon.

In witness whereof, we establish our domicile at our institution's headquarters in

Place:

Date:

Capacity:

Name:

Signature:

Stamp of the Bank

\$ 21

## **Administrative Form – A4**

### **Statement of Annual Turnover**

The Bidder shall provide the information requested below, clearly indicating the currency used. In the event that the Bidder is formed as a consortium of companies and/or individuals, each partner shall submit the following information separately.

These data shall be supported, where available and as applicable to the legal nature of the Bidder (whether a company or an individual), by audited financial statements prepared by licensed auditors and duly certified in accordance with applicable legal requirements.

| Year             | Total Annual Turnover (from all projects) | Annual Turnover (from projects related to the Assignment) |
|------------------|-------------------------------------------|-----------------------------------------------------------|
| Current Year (N) | _____                                     | _____                                                     |
| (N-1)            | _____                                     | _____                                                     |
| (N-2)            | _____                                     | _____                                                     |
| (N-3)            | _____                                     | _____                                                     |

Technical Form – T5

**Description of the Bidder's Experience and Organizational Structure**

This form shall include a brief presentation of the Consultant's prior experience and organizational structure in assignments previously carried out, whether as an individual contractor, as part of a larger consulting group, or within a joint venture or association/consortium formed for the purpose of participating in the procurement project. The assignments described in this form must be similar to the assignment that is the subject of the present Request for Proposals.

Description of Relevant Consulting Assignment

|                                                                                                  |                                                                                                                                  |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Name of Consulting Assignment                                                                    | Approximate Contract Value (USD)                                                                                                 |
| Country of Implementation and Project Location within the Country                                | Duration of the Consulting Assignment                                                                                            |
| Name of the Contracting Authority / Client                                                       | Total Number of Staff-Months Provided by the Consultant during the Assignment                                                    |
| Address of the Contracting Authority / Client                                                    | Estimated Value of the Consultant's Contribution to the Assignment (USD)                                                         |
| Start Date (Month / Year)                                                                        | Completion Date (Month / Year)                                                                                                   |
| Approximate Number of Staff-Months Provided by Other Consultants Participating in the Assignment |                                                                                                                                  |
| Names of Participating Consultants                                                               | Names of Key Personnel Involved in the Consulting Assignment and Their Assigned Roles (e.g., Project Manager, Coordinator, etc.) |
| Brief Description of the Project                                                                 |                                                                                                                                  |
| Description of Consulting Services Provided by the Consultant during the Assignment              |                                                                                                                                  |

Name of Consultant / Consulting Firm \_\_\_\_\_

### Technical Form – T6

#### Comments or Suggestions on the Terms of Reference and on the Data and Facilities to be Provided by the Contracting Authority

##### A – Comments on the Terms of Reference

*[State, with justification, any modifications or improvements to the Terms of Reference that you propose in order to enhance the performance and implementation of the assignment (such as deleting, modifying, or improving certain activities to make them more appropriate, adding new activities, or proposing a different sequencing of activities). The proposals shall be concise, clearly reasoned, and reflected in your technical proposal.]*

Reference / Clause in the  
Special Conditions of Comments / Suggestions  
Contract

1-

2-

3-

4-

##### B– On the Data and Facilities to be Provided by the Contracting Authority

*[In this section, the Consultant shall comment on the data and facilities to be provided by the Contracting Authority, such as administrative support, office space, local transportation, equipment, data access, and any other logistical or operational support required for the execution of the assignment.]*

## Technical Form – T7

### Description of the Approach, Methodology, and Work Plan for Performing the Assignment

[The technical approach, methodology, and work plan constitute key components of the technical proposal. It is recommended that the technical proposal be presented in three sections as outlined below, including tables and charts, and that it shall not exceed fifty (50) pages.]

#### 1. Technical Approach and Methodology

This section shall provide an explanation of the Bidder's understanding of the objectives of the assignment, the proposed service delivery approach, and the methodology for implementing the required activities and achieving the expected outputs, including the level of detail of such outputs.

Particular attention shall be given to identifying the constraints and challenges that must be addressed, assessing their relative importance, and explaining the technical approach proposed to overcome such constraints.

#### 2. Work Plan

This section shall include a proposal of the main project activities, their content, duration, phases, interrelationships, and key milestones (including approvals by the Contracting Authority, as applicable), as well as the proposed schedule for deliverables and reporting.

The proposed work plan shall be consistent with the technical approach and methodology and shall demonstrate a clear understanding of the Terms of Reference and the ability to translate them into a practical and implementable plan.

A list of the final deliverables shall be attached, including all reports, designs, schedules, and other outputs to be submitted as final deliverables.

#### 3. Organization and Staffing

This section shall include the proposed organizational structure and the composition of the proposed project team.

The Bidder shall provide a list of the key project disciplines, the key experts responsible for each discipline, and the proposed technical and support staff to be assigned to the assignment, including those based at the Bidder's head office.

## Technical Form – T8

### Team Composition and Task Assignment

The Bidder shall propose the composition of the project team and clearly define the roles, responsibilities, and level of effort of each team member assigned to the assignment.

| Professional Staff Team |                   |                  |                                   |
|-------------------------|-------------------|------------------|-----------------------------------|
| Name of Personnel       | Area of Expertise | Position / Title | Assigned Tasks / Responsibilities |
|                         |                   |                  |                                   |
|                         |                   |                  |                                   |
|                         |                   |                  |                                   |
|                         |                   |                  |                                   |
|                         |                   |                  |                                   |

## Technical Form – T9

### Curriculum Vitae (CV) of Proposed Professional Staff

1. Proposed Position  
(Only one candidate shall be nominated for each position): \_\_\_\_\_
2. Name of Firm / Organization  
(Insert name of the firm employing the staff member): \_\_\_\_\_
3. Name of Staff Member  
(Insert full name): \_\_\_\_\_
4. Date of Birth: \_\_\_\_\_  
Nationality: \_\_\_\_\_
5. Years of Professional Experience in the Relevant Field:  
\_\_\_\_\_
6. Education  
(Insert name of college/university and other specialized education, including the names of institutions attended, degrees obtained, and dates of graduation):  
\_\_\_\_\_  
\_\_\_\_\_
7. Membership in Professional Associations:  
\_\_\_\_\_
8. Other Training  
(Insert major training programs completed after obtaining academic degrees):  
\_\_\_\_\_  
\_\_\_\_\_
9. Countries of Work Experience  
(Insert names of countries where the staff member has worked during the last ten years):  
\_\_\_\_\_  
\_\_\_\_\_
10. Languages  
(Indicate proficiency level for each language: Excellent, Good, Fair, or Basic – in speaking, reading, and writing):  
\_\_\_\_\_  
\_\_\_\_\_
11. Employment Record  
(Starting with the most recent position, list in reverse chronological order all positions held by the staff member since graduation, indicating the period of employment, the name of the contracting authority/client, and the position held, using the format below):  
\_\_\_\_\_  
\_\_\_\_\_

- From [Year] to [Year] / Client: \_\_\_\_\_ / Position: \_\_\_\_\_  
Responsibilities: \_\_\_\_\_
- From [Year] to [Year] / Client: \_\_\_\_\_ / Position: \_\_\_\_\_  
Responsibilities: \_\_\_\_\_

## 12. Certification

I, the undersigned, certify that this Curriculum Vitae accurately describes my qualifications and experience. I understand that any willfully misrepresented information provided herein may lead to my disqualification or termination of employment if engaged.

Date: \_\_\_\_\_

Signature of the Staff Member and the Authorized Representative of the Bidder:

\_\_\_\_\_

[Day / Month / Year]

Full Name of the Staff Member: \_\_\_\_\_

Full Name of the Authorized Representative of the Bidder: \_\_\_\_\_

**Technical Form – T10**  
**Staffing Schedule<sup>1</sup>**

| # | Name   | Staff Input (in the form of a bar chart) <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |        | Total Staff Month Input |       |  |
|---|--------|-------------------------------------------------------|---|---|---|---|---|---|---|---|----|----|----|---|--------|-------------------------|-------|--|
|   |        | 1                                                     | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Office | Field <sup>3</sup>      | Total |  |
| 1 | Office |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
|   | Field  |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
| 2 |        |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
|   |        |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
| 3 |        |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
|   |        |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
|   |        |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
|   |        |                                                       |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |
|   |        | <b>Total</b>                                          |   |   |   |   |   |   |   |   |    |    |    |   |        |                         |       |  |

<sup>1</sup> Staff input shall be indicated individually for professional staff. For support staff, input may be indicated by category (e.g., designers, assistants).

<sup>2</sup> Months shall be counted from the start of the assignment. For each staff member, indicate separately the input for office work and field work.

<sup>3</sup> Field work refers to work performed at locations other than the consultant's office.

Full-Time Input: \_\_\_\_\_

Part-Time Input: \_\_\_\_\_

Number of Reports Required during the Assignment: \_\_\_\_\_

Signature (Authorized Representative): \_\_\_\_\_

Full Name (Authorized Representative): \_\_\_\_\_

Technical Form – T11  
Work Schedule

1- Activity schedule

| # | Activity <sup>1</sup> | Months / weeks |   |   |   |   |   |   |   |   |    |    |    |
|---|-----------------------|----------------|---|---|---|---|---|---|---|---|----|----|----|
|   |                       | 1              | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 |                       |                |   |   |   |   |   |   |   |   |    |    |    |
| 2 |                       |                |   |   |   |   |   |   |   |   |    |    |    |
| 3 |                       |                |   |   |   |   |   |   |   |   |    |    |    |
| 4 |                       |                |   |   |   |   |   |   |   |   |    |    |    |
| 5 |                       |                |   |   |   |   |   |   |   |   |    |    |    |
|   |                       |                |   |   |   |   |   |   |   |   |    |    |    |
|   |                       |                |   |   |   |   |   |   |   |   |    |    |    |

2- Reports/Deliverables schedule

| # | Report/deliverable | Date of Delivery <sup>2</sup> |
|---|--------------------|-------------------------------|
| 1 |                    |                               |
| 2 |                    |                               |
| 3 |                    |                               |
|   |                    |                               |

1. All project activities shall be listed in accordance with their sequence in the Terms of Reference, ensuring alignment with the proposed methodology and work plan.
2. When calculating submission dates, due consideration shall be given to the time required for review and formal acceptance of the report by the Contracting Authority.

## Standard Forms for the Financial Components of the Proposal

| Form Reference      | Form Title                                                        |
|---------------------|-------------------------------------------------------------------|
| Financial Form – F1 | Financial Proposal Submission Form                                |
| Financial Form – F2 | Summary of Costs                                                  |
| Financial Form – F3 | Breakdown of Costs by Activity                                    |
| Financial Form – F4 | Breakdown of Remuneration by Activity                             |
| Financial Form – F5 | Breakdown of Reimbursable Expenses by Activity<br>(if applicable) |
| Financial Form – F6 | Breakdown of Other Expenses by Activity                           |

## Financial Form – F1

### Financial Proposal Submission Form

**[Location, Date]**

**To:** Telecommunications Regulatory Authority

**Dear Sirs,**

We, the undersigned, undertake to provide the consulting services for the project "Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria" in accordance with the Request for Proposals dated **[insert date]** and in conformity with the technical, functional, and performance aspects of our proposal. The value of our attached Financial Proposal is **[insert amount(s) in words and figures]**. This amount includes all applicable taxes and other charges.

| Module   | Offer in USD | VAT | Offer with VAT |
|----------|--------------|-----|----------------|
| Module 1 |              |     |                |
| Module 2 |              |     |                |
| Total    |              |     |                |

Our Financial Proposal shall be binding upon us until the expiration of the proposal validity period, i.e., until **[insert date]**.

We understand that you are not bound to accept any proposal you may receive.

**Yours faithfully,**

Signature of the Authorized Representative (full signature and initials): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm / Institution: \_\_\_\_\_

Address: \_\_\_\_\_

## Financial form – F2

### Summary of Costs

| Item                                                                                                                                                                                                                                   | Cost in USD |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p>Total Cost of the Financial Proposal</p> <p><i>(The total cost must correspond to the sum of the subtotals indicated in all Financial Forms – F3 attached to the proposal.)</i></p> <p>In figures: _____</p> <p>In words: _____</p> |             |

**Financial form – F3**  
**Detailed Activity based Costs**

|                                                          |               |
|----------------------------------------------------------|---------------|
| <b>Activity <sup>1</sup></b>                             |               |
| <b>Description<sup>2</sup></b>                           |               |
| <b>Detailed cost</b>                                     | <b>Cost</b>   |
|                                                          | <b>in USD</b> |
| <b>Remuneration of Personnel<sup>4</sup></b>             |               |
| <b>Reimbursable Expenses<sup>4</sup> (if applicable)</b> |               |
| <b>Other Expenses<sup>4</sup></b>                        |               |
| <b>Subtotals<sup>4</sup></b>                             |               |

1. Financial Form – F3 shall be completed for the entire assignment at a minimum. Where certain activities require different invoicing and payment arrangements (for example, where the assignment is structured in phases and each phase has a different payment schedule), the Consultant shall complete a separate Financial Form – F3 for each group of activities.
2. The names of the activities (phases) shall be identical to, or consistent with, the names indicated in the second column of Technical Form – T8.
3. Provide a brief description of the activities for which the costs have been analyzed in this form.
4. The remuneration and reimbursable expenses shall be consistent with the total costs indicated in Financial Forms – F4 and F5, respectively.

## Financial Form – F4

### Breakdown of Remuneration by Activity<sup>1</sup>

It is mandatory to use this Financial Form – F4 when submitting the Financial Proposal.

| <b>Group of Activities</b> |                       |                                |                       |                            |
|----------------------------|-----------------------|--------------------------------|-----------------------|----------------------------|
| Name <sup>2</sup>          | Position <sup>3</sup> | Daily fees in USD <sup>4</sup> | Man-Days <sup>5</sup> | Amount in USD <sup>6</sup> |
| <b>Technical personnel</b> |                       |                                |                       |                            |
|                            |                       | Office                         |                       |                            |
|                            |                       | Field                          |                       |                            |
|                            |                       | Office                         |                       |                            |
|                            |                       | Field                          |                       |                            |
|                            |                       | Office                         |                       |                            |
|                            |                       | Field                          |                       |                            |
| <b>Total Cost</b>          |                       |                                |                       |                            |

1. Financial Form – F4 shall be completed for each Financial Form – F3 submitted.
2. Personnel listed in Financial Form – F4 shall be categorized according to the significance of their activities within the assignment.
3. The positions indicated in Financial Form – F4 shall correspond to the positions listed in Technical Form – T8.
4. Personnel remuneration shall be stated separately for office work and field work.
5. Indicate separately, for office work and field work, the total number of working days expected for the execution of the group of activities or phase specified in Financial Form – F4. In addition, the number of working days per month and the number of working hours per day shall be specified.
6. The total remuneration for each staff member listed in this form shall be calculated based on the following formula:  
Remuneration = Daily Rate of the Staff Member × Number of Working Days.

## Financial Form – F5

### Breakdown of Reimbursable Expenses by Activity <sup>1</sup>

Reimbursable expenses shall be calculated on the basis of invoices paid in advance by the Contractor and shall be reimbursed to the Contractor upon receipt of such invoices by the Contracting Authority.

| No.    | Description | Unit | Unit cost | Quantity | Amount in USD |
|--------|-------------|------|-----------|----------|---------------|
|        | Travel      | unit |           |          |               |
|        | Training    |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
|        |             |      |           |          |               |
| Total: |             |      |           |          |               |

1. Delete items that are not applicable or add other items as necessary.
2. Indicate the unit cost.
3. Amount in the specified currency = Unit Cost × Quantity.
4. This shall apply only when training constitutes a major component of the assignment and is explicitly defined as such in the Terms of Reference.

## Financial Form – F6

Breakdown of Other Expenses by Activity <sup>1</sup>

| No.    | Description    | Unit | Unit cost <sup>2</sup> | Quantity | Amount in USD <sup>3</sup> |
|--------|----------------|------|------------------------|----------|----------------------------|
|        | Other Expenses | Unit |                        |          |                            |
|        | Other Expenses | Unit |                        |          |                            |
|        | Other Expenses | Unit |                        |          |                            |
|        | ...            |      |                        |          |                            |
|        |                |      |                        |          |                            |
|        |                |      |                        |          |                            |
|        |                |      |                        |          |                            |
|        |                |      |                        |          |                            |
|        |                |      |                        |          |                            |
| Total: |                |      |                        |          |                            |

1. Delete items that are not applicable or add other items as necessary.
2. Indicate the unit cost.
3. Amount in the specified currency = Unit Cost × Quantity. Example: Working day × number of days, or working hour × number of hours.
4. If there is any discrepancy between the unit price and the total amount for the item resulting from multiplying the unit price by the quantity, the unit price shall prevail and the total amount shall be corrected accordingly.

## **Part II – Procurement Requirements**

### ***Chapter Six – Terms of Reference for Participation in the RFP for Consulting Services***

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority (TRA)



## Terms of Reference

The Terms of Reference (ToR) set out the objectives, scope, requirements, deliverables, implementation arrangements, and expected outputs of the consulting assignment covered by this Request for Proposals.

The detailed Terms of Reference are provided in **Part III of this RFP** and shall be read in conjunction with all other provisions of the RFP, including the Instructions to Bidders, qualification and evaluation requirements, standard forms, contractual provisions, and annexes.

The Terms of Reference define, in particular:

1. **Background and Objectives:** the context, purpose, and expected outcomes of the Assignment.
2. **Scope of Services:** the services to be performed under:
  - o **Module 1 – Technical, Risk, Financial, and Legal/Contractual Structuring;** and
  - o **Module 2 – Optional Support throughout the Tendering Process and Related Procurement Procedures.**
3. **Key Deliverables:** the reports, technical and performance frameworks, risk allocation outputs, financial model, tender documents, Management and Operating Agreements, and related deliverables required under the Assignment.
4. **Implementation Schedule and Duration:** the timetable for performance, review, validation, and acceptance of deliverables, including the duration and activation arrangements applicable to each Module.
5. **Governance and Coordination:** Roles and responsibilities of the Telecommunications Regulatory Authority, the Ministry of Telecommunications, MIC1, MIC2, the Consultant, and the competent administrations, councils, and authorities concerned with the tender of Management and Operations.
6. **Data and Information:** the available information and baseline data to be provided by the relevant entities, together with the Consultant's responsibilities for reviewing, validating, and identifying information gaps.
7. **Working Arrangements and Knowledge Transfer:** the expected on-site and remote working arrangements, coordination mechanisms, meetings, presentations, documentation, and knowledge-transfer requirements.

Bidders shall base their Technical and Financial Proposals on the complete Terms of Reference contained in **Part III**, together with all applicable requirements of this RFP.

## Part III – The Contract

### Chapter Seven – General Conditions of Contract for Consulting Services

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority (TRA)

#### 1. General Conditions of Contract

##### 1. Definitions

The following words and terms shall have the meanings assigned to them below:

- (a) **"Contract"** means the agreement entered into between the two parties (the Contracting Authority and the Contractor), together with all annexes, supplements, and any other documents referred to in the Contract. This term carries the same meaning as defined under the Public Procurement Law.
- (b) **"Contract Documents"** means the collection of documents listed in the Contract Agreement, including any amendments thereto.
- (c) **"Contract Price"** means the price payable to the Contractor as specified in the Contract, which may be increased, reduced, or modified in accordance with the provisions of the Contract consistent with Article 29 of the Public Procurement Law.
- (d) **"Day," "Month," and "Year":**
  - A day means any day of the week.
  - A month means a calendar month according to the solar calendar.
  - A year means a calendar year according to the Gregorian calendar (unless otherwise specified in the Contract).
- (e) **"Completion"** means the Contractor's fulfillment of the delivery and completion of services in accordance with the terms and conditions specified in the Contract.
- (f) **"Services"** means all reports and services described in detail in Annex I to the Contract (Terms of Reference), which the Contractor is required to provide to the Contracting Authority under the Contract.
- (g) **"Contracting Authority"** means one of the entities defined under Article 2, paragraph 3 of the Public Procurement Law, being the entity that procures the services under this Contract, receives and approves the reports, and pays the Contractor's remuneration.
- (h) **"Subcontractor"** means any natural or legal person contracted by the Contractor to execute part or parts of the Contract within the percentage and conditions specified in the Request for Proposals for Consulting Services.



- (i) **"Contractor"** means any natural or legal person, or a combination thereof, with whom the procurement contract has been concluded.
- (j) **"Site"** means the location or locations specified in the Contract for the execution of the services, as defined in the Special Conditions of Contract.
- (k) **"Security" or "Guarantee"** means all types of financial and banking guarantees required under the Contract, including but not limited to bid security, performance security, and advance payment guarantees exceeding the maximum limit permitted under Article 37 of the Public Procurement Law.
- (l) **"Working Day"** means any day of the week excluding official holidays and days of official or force majeure suspension.

## 2. Contract Documents

All documents forming the Contract (and all parts thereof) are interrelated and complementary and shall be interpreted as a single integrated document regardless of the titles of sections or subsections. Any omission shall be interpreted by reference to Lebanese law.

## 3. Prohibition of Corrupt Practices and Compliance with Integrity Principles

The Contracting Authority requires Contractors, bidders, suppliers, consultants, and all parties dealing with it to adhere to the highest standards of professional ethics, good citizenship, and integrity, particularly during the procurement process and contract execution, under penalty of bidder disqualification or contract termination, in accordance with Article 8 of the Public Procurement Law.

For this purpose, bidders and Contractors shall refrain in particular from the following practices:

1. **Corrupt Practice:** Offering, giving, receiving, or soliciting anything of value, directly or indirectly, to influence the actions of a public official in the procurement process or contract execution.
2. **Fraudulent Practice:** Misrepresentation or omission of facts to influence the procurement process or contract execution.
3. **Collusive Practice:** Any arrangement between two or more bidders designed to establish artificially non-competitive prices.
4. **Coercive Practice:** Harm or threats to persons or property to influence participation in the procurement process or contract execution.
5. Any practice that negatively affects the procurement process in violation of the principles of the Public Procurement Law.

No Contractor, partner, or employee shall receive any compensation, commission, discount, or payment related to the contract other than those stipulated in the Contract.

The measures and sanctions stipulated in the Public Procurement Law shall apply to any entity or individual, including a declaration of ineligibility and contract termination, whether for an indefinite period or for a specified term, if it is determined at any time that the entity has engaged, either directly or through an agent, in corrupt, fraudulent, collusive, or coercive practices in competing for a contract or in the execution of that contract.

## 4. Interpretation

4.1 Where required by context, the singular shall include the plural and vice versa.

4.2 The Contracting Authority may issue instructions to clarify any questions concerning the Contract conditions.

4.3 The Contract documents shall be interpreted according to the following order of precedence:

1. Contract Agreement
2. Special Conditions of Contract
3. General Conditions of Contract
4. Terms of Reference
5. Financial Breakdown
6. Contractor's Proposal and any legal clarifications or amendments thereto during the procurement process

## 5. Language

The language of the Contract shall be **Arabic and English**, and both shall be used in procurement documents and decisions of the Contracting Authority.

In the event of any discrepancy between the Arabic text and the foreign-language text, the Arabic text shall prevail, in accordance with Article 4 of the Public Procurement Law.

## 6. Partnership or Joint Venture

If the Contractor consists of multiple partners or a consortium formed for the purpose of executing the procurement project, all parties shall be jointly and severally liable to the Contracting Authority for the performance of the Contract.

They shall appoint, through an official letter submitted within the proposal documents, a **Lead Partner** representing them jointly and severally and authorized to sign on their behalf.

The composition of the partnership or consortium may not be changed without the prior written approval of the Contracting Authority.

### Example:

Several consultants specialized in the subject matter of the procurement, or in parts thereof, may participate jointly in the execution of this procurement project and may form an alliance, for example, consisting of up to three consultants, subject to the following conditions:

- The members of the consortium/joint venture must, collectively, be qualified and satisfy the eligibility requirements.
- The members of the consortium shall form a **Joint Venture** among themselves in accordance with applicable legal requirements, provided that a **Lead Partner** is designated. This designation shall be supported by a legal power of attorney duly registered before a Notary Public and signed by all partners in accordance with applicable procedures. All correspondence shall be conducted between the Contracting Authority and the Lead Partner on behalf of any or all consortium members during the execution of the contract, including payments made under the contract.
- The share percentage of each consortium member shall be specified, provided that the Lead Partner holds a share exceeding, for example, fifty percent (50%), so that these

percentages may be relied upon when issuing certificates of the value of services performed at a later stage.

- All consortium members shall be jointly and severally liable for the execution of the contract in accordance with its terms and conditions. This joint and several liability shall be expressly stated in the declaration and authorization granted by the consortium members to the Lead Partner within the joint proposal submitted.
- The Contracting Authority shall be provided, as part of the submitted proposal, with a copy of the agreement signed between the consortium members, including the names of the authorized signatories to the agreement, duly certified by a Notary Public.
- The consortium collectively shall meet the full technical requirements applicable to a single bidder.
- No bidder shall be permitted to participate in more than one consortium, and no member of a consortium shall be permitted to submit an individual proposal, under penalty of disqualification.
- The bidder (or consortium) shall submit supporting documents demonstrating its eligibility in accordance with the provisions of **Article 7 of the Public Procurement Law** and the requirements set forth in this Request for Proposals for Consulting Services.

## 7. Communications

7.1 Communications between the parties shall be recognized only if made in writing. Any notice or notification shall be deemed valid only if duly received by the other party in accordance with applicable procedures and through the electronic platform of the Public Procurement Authority.

7.2 A memorandum shall become effective from the date of its receipt, notification through the platform, or its stated effective date, whichever occurs first.

7.3 For this purpose, the Special Conditions of Contract shall specify the names and addresses of the representatives of both parties.

## 8. Governing Law

8.1 This Contract shall be governed by and interpreted in accordance with the laws of the Republic of Lebanon.

8.2 The Contractor shall execute all instructions received from the Contracting Authority in accordance with Clause 7 of the General Conditions of Contract and in compliance with the laws of the Republic of Lebanon.

## 9. Settlement of Disputes

9.1 The Contracting Authority and the Contractor shall make every effort to resolve amicably, through direct negotiations, any dispute arising between them in connection with the Contract.

9.2 Any dispute that cannot be resolved amicably shall, when necessary, be submitted to the competent Lebanese courts in accordance with Lebanese law. Disputes may be settled through arbitration only after obtaining prior approval from the Council of Ministers.

## **10. Scope of Procurement**

The services shall conform to those specified in the procurement requirements (Terms of Reference). The Contractor shall provide all services described in the Service Description Annex, including the delivery and completion schedule, as specified in Clause 11 of the General Conditions of Contract.

## **11. Effectiveness of the Contract, Commencement of Work, Delivery, and Completion**

**11.1** The Contract shall become effective upon signature by the selected Contractor (Consultant) and the competent authority of the Contracting Authority.

**11.2** The Contractor shall commence work on the date specified or within the period defined in the Special Conditions of Contract.

**11.3** Subject to Paragraph 2 of Clause 25 of the General Conditions of Contract, the actual delivery schedule shall conform to the delivery and completion schedule specified in the procurement requirements or any updates thereto. The delivery and completion period shall be defined in the Special Conditions of Contract.

**11.4** It shall be an essential responsibility of the Contractor to submit all documents and reports required under the Contract within the specified deadlines or as requested by the Contracting Authority. Delay in updating the delivery schedule or submitting required documents may result in delayed payment of the Contractor's entitlements, withholding of amounts deemed appropriate by the Contracting Authority, and the imposition of penalties or sanctions as provided in the Contract or applicable law.

**11.5** Within one week from the effective date of the Contract, the Contractor shall submit to the Contracting Authority a detailed work program consistent with the schedule agreed upon in the Service Description Annex, indicating implementation methods, sequencing of activities, and timing, for approval.

**11.6** Updating the program shall include recording progress achieved in each activity and the resulting impact on remaining activities and their sequencing.

**11.7** The Contractor shall submit to the Contracting Authority, for approval, a monthly update of the program and whenever required upon request.

**11.8** Approval of the program by the Contracting Authority shall not relieve the Contractor of its responsibilities. The Contractor shall review and resubmit the program at any time. The revised program shall reflect the impact of changes and events causing delays.

## **12. Contract Risks**

Without prejudice to other responsibilities under the Contract, the Contractor shall bear responsibility for the following risks from the contract effective date until the issuance of the certificate of completion of services:

a) Risks of injury to persons, death, loss, or damage to property occurring during execution of the Contract and/or resulting from negligence, breach of duty, or violation of any legal right by the Contractor or any person employed or contracted by the Contractor.

b) Risks associated with the movement and transportation of the Contractor's personnel during the performance of their duties.



### **13. Contract Price**

**13.1** Prices for services, personnel remuneration, reimbursable expenses, and other expenses payable by the Contracting Authority shall remain fixed and not subject to change.

**13.2** The Contractor shall provide a price analysis for any item in the Financial Forms if requested by the Contracting Authority.

### **14. Payment Conditions**

**14.1** Following the effectiveness of the Contract and commencement of execution, the Contracting Authority may grant advance payments upon the Contractor's request, provided that total advances do not exceed twenty percent (20%) of the Contract Price and shall not in any case exceed a financial ceiling of **LBP 15,000,000,000**. The amount of advances, if any, shall be specified in the Special Conditions of Contract. If the advances exceed any of the above thresholds, they shall be granted against bank guarantees, after notification to the Public Procurement Authority.

**14.2** The Contractor shall submit statements of completed services (or reports) within a maximum period of ten (10) days from completion of each task in accordance with the timeline specified in the Special Conditions of Contract. The Contracting Authority (or supervising entity in consulting contracts) shall receive or request amendments within a maximum period of thirty (30) days. Where amendments are requested, the Contractor shall resubmit within five (5) days, and the Contracting Authority shall approve within five (5) days.

**14.3** Payment of the Contract Price, in whole or in part, shall be made upon completion of the Contract or its components; however, interim payments may be made for completed services upon final acceptance of interim reports. Payment amounts for each stage shall be defined in the Special Conditions of Contract.

**14.4** The Contractor shall submit a written financial claim to the Contracting Authority, duly made in accordance with the applicable procedures, accompanied by the reports and invoices describing the services performed, the signed delivery documents, the documents required pursuant to Article 11 of the General Conditions of Contract, and all necessary legal supporting documents, once all obligations under the Contract have been fulfilled.

**14.5** The Contracting Authority shall issue payment orders within the period specified in the Special Conditions of Contract, calculated from the date of receipt and acceptance of valid invoices and supporting documents.

### **15. Taxes and Duties**

All prices shall include all applicable taxes and duties, including Value Added Tax (VAT).

### **16. Performance Security (Final Guarantee)**

**16.1** Within a period not exceeding fifteen (15) days from the effective date of the Contract, the Contractor shall furnish to the Contracting Authority a performance security or final guarantee in an amount equal to ten percent (10%) of the Contract price. Such security shall be issued by a bank whose guarantee is acceptable to the Lebanese State, in accordance with the form attached in Chapter Ten (Forms Attached to the Contract), or in the form of a cash guarantee paid directly to [one of the Treasury funds or the fund of the Contracting Authority], against receipt. The security shall be issued in the name of the project forming the subject matter of the Contract and in favour of the Contracting Authority.

**16.2** The performance security shall remain valid until thirty (30) days after the date of final acceptance of the final report and all required services. Final acceptance shall be effective by means of a report issued by a reception committee appointed for this purpose.

**16.3** The Contracting Authority shall return the performance security within thirty (30) days following final acceptance.

**16.4** The performance security shall be payable to the Contracting Authority, on a non-exclusive basis, as compensation for any loss resulting from the Contractor's failure to fulfil its obligations under the Contract or for the deduction of amounts due to the Contracting Authority.

## **17. Intellectual Property Rights**

All intellectual property rights related to reports and documents containing data and information submitted by the Contractor to the Contracting Authority shall become the property of the Contracting Authority. The Contractor shall not use such reports or documents for any other project or client under any circumstances. Software-related rights may be subject to specific provisions depending on the nature of the service.

## **18. Confidential Information**

**18.1** The Contractor shall maintain strict confidentiality and shall not, without the prior written approval of the Contracting Authority, disclose to any third party any documents, data, or information provided to it or discovered by it before, during, or in the course of the signing, performance, or termination of the Contract, and relating directly or indirectly to the Contract. This prohibition shall not apply to information, data, or documents that the Contractor is required to disclose to a subcontracted consultant for the proper execution of part of the Contract in accordance with the applicable procedures. In such case, the Contractor shall ensure that the subcontracted consultant is bound by a confidentiality undertaking equivalent to that imposed on the Contractor under Article 18 of the General Conditions of Contract.

**18.2** Neither party shall use documents, data, or information obtained from the other party for purposes unrelated to the Contract.

**18.3** The confidentiality obligations set out in Clauses 18.1 and 18.2 of the General Conditions of Contract shall not apply to the following information:

- (a) if such information enters the public domain for reasons beyond the control of the Contractor;
- (b) if the Contractor is able to prove that it was already in possession of the information at the time it was disclosed and that it obtained such information through other lawful means having no direct or indirect connection with the Contracting Authority; or
- (c) if the Contractor lawfully obtains such information from a third party not bound by a confidentiality undertaking.

**18.4** The provisions of Clause 18 of the General Conditions of Contract shall remain binding for a period of two (2) years following the termination or completion of the Contract.

## **19. Subcontracting**

**19.1** The Contractor may subcontract with sub-consultants to perform parts of the Contract, subject to the prior approval of the Contracting Authority, provided that the value of the subcontracted portions shall not exceed the maximum percentage of the Contract Price specified in the Special Conditions of Contract and shall in all cases not exceed fifty percent (50%) of the Contract Price.

**19.2** The Contracting Authority shall issue a reasoned decision approving or rejecting the subcontracting request submitted by the Contractor within a period not exceeding ten (10) working days. In the absence of a response within this period, the subcontracting request shall be deemed implicitly approved.

**19.3** Subcontracting shall not relieve the Contractor of its responsibilities, obligations, or liabilities under the Contract toward the Contracting Authority.

**19.4** Subcontractors shall comply with the provisions of Paragraph 3 of the General Conditions of Contract.

**19.5** The subcontractor shall meet the eligibility requirements set forth in the First Paragraph of Article 7 of the Public Procurement Law.

## **20. Insurance**

**20.1** Insurance shall be obtained against all potential risks specified in Clause 12 above, in addition to any risks that may expose the project or its personnel to accidents or hazards, where specified in the Special Conditions of Contract.

**20.2** The Contractor shall provide insurance, in the joint name of the Contractor and the Contracting Authority, through an acceptable insurance company, covering the period from the effective date of the Contract until completion of the services.

**20.3** The insurance value shall be specified in the Special Conditions of Contract.

**20.4** The Contractor shall submit insurance certificates and policies to the Contracting Authority for approval prior to the contract effective date. Such insurance shall provide compensation for losses or damages.

**20.5** No changes shall be made to the insurance conditions without the approval of the Contracting Authority.

## **21. Liquidated Damages**

Except as provided in Clause 23 of the General Conditions of Contract, if the Contractor fails to deliver all or any of the required reports within the delivery date(s) specified in the Contract, the Contracting Authority shall have the right, without prejudice to other contractual provisions, to deduct liquidated damages from the Contract Price equal to the percentage specified in the Special Conditions of Contract of the price of delayed or unperformed services for each week of delay or part thereof until delivery or completion.

Where the maximum limit is reached, equivalent to the value of the performance security, the Contracting Authority shall have the right to terminate the Contract pursuant to Clause 26 of the General Conditions of Contract and to confiscate the final guarantee.

## **22. Changes in Laws and Regulations**

If any law or regulation in force in Lebanon is amended during the five (5) days preceding the specified proposal submission date, and such amendment affects the delivery schedule or Contract Price, the schedule and/or price shall be adjusted to the extent that the change affects the Contractor's performance of obligations under the Contract.

## **23. Force Majeure**

**23.1** If force majeure or exceptional circumstances beyond the Contractor's control prevent delivery within the specified time and manner, the Contractor shall immediately notify the Contracting Authority

in writing. The Contracting Authority shall have the sole authority to assess such circumstances and decide whether to accept or reject them, and the Contractor shall comply with that decision.

**23.2** The Contractor shall inform the Contracting Authority, at the earliest possible opportunity, of any potential future circumstances or events that may adversely affect the quality of the work or delay the submission of the required reports and services. The Contracting Authority may request the Contractor to assess the likely impact of such future circumstances or events on the quality of the work and on the completion date or dates. The Contractor shall provide such assessment as promptly as possible and in accordance with the requirements of the Contracting Authority.

**23.3** The Contractor shall, in cooperation with the Contracting Authority, submit and examine proposals on how to avoid or mitigate the effects of such circumstances and events, and shall implement any instructions issued by the Contracting Authority as a result. The Contractor shall use its best efforts to prevent the force majeure event from adversely affecting the performance of the Contract.

#### **24. Variation in Scope of Services and Contract Amendment**

##### **Changes Not Giving Rise to Compensation:**

**24.1** The Contracting Authority shall have the right to increase or decrease items of the services up to a limit of twenty percent (20%) of the total Contract value, without the Contractor having any right to object or to claim any disruption, damages, or compensation as a result of such measure.

**24.2** The Contracting Authority may issue instructions at any time to implement modifications relating to:

- a) Delivery dates of reports and services;
- b) Locations of delivery of reports and services.

The Contractor shall comply with all instructions referred to in this Clause without claiming any disruption, damage, or compensation of any kind arising from such instructions.

##### **Changes Giving Rise to Compensation**

**24.3** The Contracting Authority may, at any time, require the Contractor to modify the general scope of the Contract, in which case:

(a) where the Contracting Authority requests a change from the Contractor pursuant to Article 24 above, the Contractor shall, within one week or within such longer period as may be specified by the Contracting Authority in its request, submit an offer for carrying out the change. The Contracting Authority shall evaluate such offer. If the nature of the change corresponds to one of the items in the Financial Forms, the cost of the change shall be calculated on the basis of the unit price set out in the Financial Forms. If, however, the nature of the work forming the subject of the change does not correspond to any item in the Financial Forms, the Contractor shall submit its offer in the form of new work item categories, attached to a price statement, subject to compliance with the provisions of paragraph 3 of Article 46 of the Public Procurement Law.

**24.4** If the price proposed by the Contractor, or the proposed effect on the time for performance, is deemed excessive, the Contracting Authority may require the Contractor to implement the variation, subject to an appropriate adjustment to the Contract price (whether by increase or decrease) and to the time for performance, such adjustment to be determined solely on the basis of the Contracting Authority's estimate of the impact of the variation on the Contractor's costs and on the time for delivery and completion. The Contractor shall comply with that request.

**24.5** If the Contracting Authority considers that the requested variations are urgent and that their implementation may be delayed if the above procedure is followed, it may order such variation and determine the corresponding compensation without requesting a proposal from the Contractor.

**24.6** The Contractor shall not be entitled to any additional payment or compensation in respect of costs that could have been avoided had appropriate preventive measures been taken. Nor shall the Contractor be entitled to compensation where the interests of the Contracting Authority have been harmed as a result of the Contractor's failure to take such measures or its lack of cooperation with the Contracting Authority.

## **25. Extension of Time and Suspension of Execution**

**25.1** If, during the period of execution of the Contract, the Contractor or any of its subcontractors encounters circumstances that delay the delivery of reports or the completion of the services within the time specified under Article 11 of the General Conditions of Contract, it shall immediately notify the Contracting Authority in writing, stating the reasons for such circumstances and their expected duration. Upon receipt of such notice, the Contracting Authority shall assess the situation and may extend the time granted to the Contractor to complete its tasks where the grounds for extension are justified and arise from causes beyond the Contractor's control.

**25.2** Except in the case of a justified extension under paragraph 1 of Article 25 of the General Conditions of Contract, any delay in performance, delivery, or completion of obligations shall render the Contractor liable for liquidated damages in accordance with Article 21 of the General Conditions of Contract and may also give rise to termination of the Contract and the payment of additional damages.

**25.3** The Contracting Authority may order the suspension of performance of the Contract for a maximum period of ninety (90) days, whether consecutive or cumulative, due to certain circumstances. Upon receipt of such order, the Contractor shall secure the site and immediately suspend the performance of all services, except those specified by the Contracting Authority in its order, without being entitled to claim any compensation as a result of such suspension.

## **26. Termination of Contract**

### **26.1 Termination for Default**

**(a)** If the Contractor delays or fails to perform its obligations, the Contracting Authority shall notify it accordingly by written notice and may declare it in default and terminate the Contract, in whole or in part, without such action constituting a violation or breach of the terms of the Contract, in any of the following cases:

- (1)** if the Contractor fails to deliver the reports and/or services within the period specified in the Contract, or within any extension granted by the Contracting Authority pursuant to Article 25 of the General Conditions of Contract;
- (2)** if the Contractor refuses to perform any other tasks assigned to it under the Contract;
- (3)** if the Contractor engages in fraudulent or corrupt practices as defined in Article 3 of the General Conditions of Contract, whether in competing for this Contract, in performing it, or in competing for or execution of any other public contract in the Republic of Lebanon;
- (4)** if the Contractor suspends work for twenty-eight (28) consecutive or intermittent days, and such suspension is neither provided for in the effective work program nor ordered by the Contracting Authority;

(5) if the Contractor fails, within a reasonable period specified by the Contracting Authority, to remedy any act or work considered to constitute a fundamental breach of the Contract;

(6) if the Contractor fails to provide any of the guarantees or insurances required within the time limits stipulated in the Contract.

(b) If the Contracting Authority terminates the Contract, in whole or in part, pursuant to Clause 26.1(a) of the General Conditions of Contract, it may either recommence the procurement process or arrange for the execution of the Contract by the Contracting Authority in order to secure the services not completed, in the manner it deems appropriate. If the new procurement process or execution by the Contracting Authority results in cost savings, such savings shall accrue to the Contracting Authority. If it results in increased costs, the Contracting Authority shall claim the difference from the defaulting Contractor. In all cases, the final guarantee shall be provisionally forfeited until final settlement of the contract as described above.

## 26.2 Termination Due to Bankruptcy

If the Contractor is declared bankrupt or enters into liquidation, the Contract shall be terminated automatically, and the Contracting Authority shall take the following measures:

(a) Provisionally confiscate the final guarantee for the account of the State;

(b) Assess the services performed prior to the date of the declaration of bankruptcy and prepare a statement thereof, the value of which shall be provisionally held in escrow in the name of the Contracting Authority;

(c) Complete the unperformed services by direct contracting or re-tendering them. If the new tendering process or performance by direct contracting results in cost savings, such savings shall accrue to the Contracting Authority, and the guarantee together with the value of the statement referred to in the preceding paragraph shall be paid to the bankruptcy trustee. If it results in increased costs, such increase shall be deducted from the final guarantee and the value of the said statement, and the balance shall be paid to the bankruptcy trustee. If this is insufficient to cover the full increase in costs, the guarantee and the value of the statement shall be retained in full.

26.3 In all cases of termination referred to above, the Contractor shall, upon the termination becoming effective, immediately cease performance, secure the work site, and vacate it without delay.

## 27. Assignment

The Contractor shall not assign or transfer, in whole or in part and in any form whatsoever, any of its obligations under this Contract without the prior written approval of the Contracting Authority, in accordance with Article 30 of Public Procurement Law No. 244/2021 concerning **subcontracting** and the requirement of personal performance of the Contract, as well as Article 7(1) of the Public Procurement Law, which also applies to subcontractors.

## 28. Provisional and Final Acceptance

28.1 Provisional acceptance shall be carried out progressively in accordance with the deliverables and payment milestones set out in Section 9 of the Special Conditions of Contract.

The initial reports and deliverables of Module 1 shall be subject to review and written approval by the Contracting Authority prior to the corresponding interim payment. The final deliverables of Module 1 shall likewise be subject to review, validation, and written approval prior to the corresponding payment milestone.



Where deficiencies, inconsistencies, or required revisions are identified, the Consultant shall remedy them before acceptance of the relevant deliverable.

Final acceptance shall take place upon acceptance of all Module 1 reports and deliverables and, where Module 2 is activated, upon completion of the Module 2 services, or upon expiry of the Module 2 validity period where it is not activated, in accordance with Section 9 of the Special Conditions of Contract.

**28.2** Any failure by the Contractor to comply with its obligations under Clause 28.1 above shall be subject to the contractual provisions relating to compensation and/or termination, depending on the seriousness of the breach in the opinion of the Contracting Authority, provided that, for this purpose, the provisions of Decree No. 14601 dated 25/6/1970 shall apply.

## Chapter Eight – Special Conditions of Contract for Consulting Services

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority (TRA)

The following Special Conditions of Contract are intended to supplement and/or amend the General Conditions of Contract. In the event of any inconsistency or conflict, the provisions set forth in the Special Conditions of Contract shall prevail.

| Clause Reference | Subject                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC 1 g          | Contracting Authority: Telecommunications Regulatory Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| GCC 1 j          | Project Site(s) / Final Destination: The two mobile operators and the Telecommunications Regulatory Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| GCC 7.3          | <p>For notices and formal communications, the address of the Contracting Authority shall be:</p> <p>To: Ms. Corine Feghaly</p> <p>Title: Director of Consumer Affairs and Public Consultations</p> <p>Website address: <a href="http://www.tra.gov.lb">www.tra.gov.lb</a></p> <p>Street address: Banks Street Floor and room number: Third Floor, Room 316</p> <p>Beirut - Lebanon</p> <p>Telephone: 01-979309</p> <p>Email: <a href="mailto:tender@tra.gov.lb">tender@tra.gov.lb</a></p> <p>For notices and formal communications, the address of the Contractor shall be:</p> <p>To: [Insert full name, if applicable]</p> <p>Title: [Insert title]</p> <p>Website address: [Insert electronic address]</p> <p>Street address: [Insert street] Floor and room number: [Insert flr room no., if any]</p> <p>City: [Insert city or town] Postal Code: [Insert postal code, if any]</p> <p>Country: [Insert Country]</p> <p>Telephone: [Insert telephone number including city code]</p> <p>Fax: [Insert fax number including city code, if available]</p> |

| Clause Reference  | Subject                                                                                                                                                                                                                                                                                                          |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | Email: [Insert email address]                                                                                                                                                                                                                                                                                    |
| GCC 11.2          | The Contractor shall commence work on: the <i>effective date of the Contract</i> )                                                                                                                                                                                                                               |
| GCC 11.3          | Module 1 services shall be completed within three (3) months from the effective date of the Contract, in accordance with Article 11.2 above. Module 2 shall be subject to the specific conditions set out in this Chapter, paragraph 3 – Scope of Work.                                                          |
| GCC 14.1 and 14.2 | The method and conditions of payment to the Contractor shall be as follows:<br>(1) Advance Payment: as per section 9 of Chapter 8<br>(2) Interim Payments upon receipt of interim reports: as per section 9 of Chapter 8<br>(3) Upon final acceptance of all reports and services: as per section 9 of Chapter 8 |
| GCC 14.5          | Payment Period: Fifteen (15) days from the date of receipt of the invoices.                                                                                                                                                                                                                                      |
| GCC 14.6          | In the event of delayed payment to the Contractor, the Procuring Entity shall not incur any late-payment interest where such delay results from non-receipt of the works, reconsideration thereof, or failure to address comments raised by the Procuring Entity.                                                |
| GCC 20            | The Contractor shall maintain appropriate insurance coverage throughout the term of the Contract, including professional liability insurance and coverage for all other applicable risks.                                                                                                                        |
| GCC 21            | Liquidated Damages shall be: 1% of the value of the delayed services for each week of delay.<br>Maximum amount of liquidated damages: 10% of the Contract Price.                                                                                                                                                 |
| GCC 28.1          | Partial Provisional Acceptance: as per section 9 of Chapter 8                                                                                                                                                                                                                                                    |

## 1. RFP Summary Table

| Item                                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contracting Authority/ Procuring Authority | Telecommunications Regulatory Authority (TRA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Assignment                                 | <ul style="list-style-type: none"> <li>• Preparation and development of the financial models;</li> <li>• Legal and contractual drafting of the tender document and the Management and Operating Agreements (MOAs);</li> <li>• Allocation of risks and obligations, including revenue-sharing mechanisms;</li> <li>• Review and provide comments on any technical, legal, or financial information related to the preparation of the tender document and the Management and Operating Agreements, and validation of their final versions;</li> <li>• Support and assistance throughout the tendering process and related procurement procedures.</li> </ul> |
| Procurement Method                         | Request for Proposals for Consulting Services, (QCBS – 50% Technical / 50% Financial) compliant with PPL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contract Type                              | Lump-sum (deliverable-based) with optional time and effort-based support during MOA tender – Module 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Indicative Duration                        | three (3) months from contract effective date (see Section 8 chapter 8)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Geographic Scope                           | Lebanon (with remote work permitted; in-country missions as required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Language                                   | English (Arabic may be requested for selected deliverables)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Legal Frame work                           | Law 431/2002, Law 244/2021, relevant council of ministers' decisions, relevant regulations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## 2. Background and Context

Lebanon's mobile telecommunications sector is operated through MIC1 and MIC2 under arrangements where the State retains ownership of the mobile network assets, while private operators have historically provided management and operational services until 2020. The Government intends to procure a new Management & Operating Agreement structure to restore private-sector operating discipline, modernize the networks (including, but not limited to, 5G evolution), and improve performance and service quality, while ensuring strong governance, transparency, and predictable fiscal transfers to the State.

The Telecommunications Regulatory Authority (TRA), pursuant to its mandate from the Council of Ministers of Lebanon, intends to prepare Lebanon's two state-owned mobile operators — Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch) — for a competitive selection process aimed at appointing private-sector management and operation under a modern Management & Operating Agreement (MOA).

Pursuant to Council of Ministers Decision No. 5 dated 15/01/2026, and decision No. 10 dated 10/9/2026, the Telecommunications Regulatory Authority was entrusted with the preparation of the tender document for the project on the basis of a percentage discount on the consideration set by the Administration, corresponding to the ceiling of financial revenues accruing to the Lebanese Treasury, with confirmation that ownership of all assets shall revert to the State upon expiry of the contract. This mandate, however, legally and practically allows the Authority to seek the validation and assistance of specialized consulting expertise in carrying out this task, particularly in view of its composite nature and its technical, financial, and commercial complexity.

This procurement is grounded in Article 10 of Telecommunications Law No. 431/2002, which authorizes the Authority, where necessary, to engage Lebanese or foreign experts for a specific assignment and for a specified period. It is also consistent with the provisions of Public Procurement Law No. 244/2021, in particular Articles 41, 42, and 45 thereof, which permit the use of the Request for Proposals method for the procurement of consulting services.

This procurement is also grounded in decision No. 10 dated 10/9/2026, which stipulated the following:

1. To provide the Telecommunications Regulatory Authority (TRA) with the necessary funding to engage an international consulting firm to assist in and validate the preparation of the tender document, the Management and Operating Agreement (MOA) for the two mobile networks, and the participation and prequalification requirements for the international tender.
2. To finance the consulting services procurement through the TRA allocated budget and the two mobile companies, with each company bearing 50% of the remaining balance of the procurement cost.
3. To extend the deadline granted to the TRA for completing the tender documents and the MOA, with mid-March 2027 as the target deadline for submission to the Council of Ministers for approval.

In light of the foregoing, the subject matter of the present procurement does not constitute a delegation of the Authority's statutory powers or any relinquishment thereof. Rather, it is limited to the engagement of a specialized consulting firm to provide intellectual, technical, financial, and commercial support to assist the Authority in preparing the tender documents and the related components, while decision-making authority and responsibility remain vested in the Telecommunications Regulatory Authority.

The need for such support is further underscored by the fact that the project concerns the establishment of a contractual and operational framework for the mobile sector, including network modernization and development, the transition towards fifth-generation (5G) technologies, and the formulation of advanced financial and commercial approaches. These matters require specialized expertise, analytical tools, and evaluation models that are not ordinarily available except through consulting entities with relevant international experience. Furthermore, reliance on the standard templates issued by the Public Procurement Authority is compatible with such support, complements it, and enhances the quality of the deliverables and their consistency with the applicable legal framework and international best practices.

Under the proposed MOA model, the selected Managers will assume full responsibility for operating expenditures (OPEX) and capital expenditures (CAPEX), including obligations related to network

modernization and technological evolution, all subject to regulatory oversight and defined performance commitments.

The assignment will be implemented in accordance with the applicable Lebanese legal and regulatory framework governing the mobile telecommunications sector and public procurement, including, in particular, Telecommunications Law No. 431/2002, Mobile Licenses Law No. 393/2002, Public Procurement Law No. 244/2021 and its implementing decrees and regulations, as well as the relevant decisions of the Council of Ministers and the applicable regulations and decisions of the Telecommunications Regulatory Authority (TRA) relating to mobile operations, licensing, regulatory reporting, and regulatory oversight.

### 3. Scope of Work

The Scope of Work is structured into two Modules. The Consultant shall deliver the tasks and deliverables relevant to the Module(s) under this RFP. The Consultant shall ensure full internal consistency across the outputs.

**Module 1** shall cover the integrated preparation and validation of the technical, risk, financial, legal, contractual, and commercial components, corresponding to the main workstreams required for the preparation of the MOA tender package for each of MIC1 (alfa) and MIC2 (touch).

**Module 2** implementation is optional and it covers the support throughout the MOA tendering process and related procurement procedures.

Bidders are required to submit a proposal covering both Modules, either as a single firm or through a joint venture/consortium and/or subcontracting arrangements, provided that the Bidder demonstrates the required qualifications, key experts, and relevant capacity. Module 1 shall form part of the core assignment. Module 2 shall be optional and may be activated at the discretion of the Contracting Authority, subject to its needs and the availability of the required approvals.

This module shall cover the integrated preparation and validation of the financial, legal, contractual, and commercial components of the tender document and the Management and Operating Agreements (MOAs), including:

- development of the financial model;
- drafting of the legal and contractual provisions of the tender document and the MOA;
- allocation of risks and obligations, including revenue-sharing mechanisms; and
- review and validation of all relevant technical, legal, and financial inputs and of the final versions of the tender document and the MOA.

The Consultant shall develop an integrated technical, risk-management, and financial framework supporting the preparation of the tender document and the Management and Operating Agreement (MOA) covering the following:

#### 3.1 Module 1: technical, risk, financial, legal, contractual, and commercial

##### 3.1.1 Module 1 – Activity 1: Technical, Risk and Financial Structuring

###### 3.1.1.1 Technical Inputs and Performance Framework

The TRA, MoT, and MICs shall provide the available audited financial information and baseline datasets. The Consultant shall review and validate the relevant technical and operational inputs and translate them into tender-ready requirements, including performance indicators and KPI schedules, ensuring consistency with the contractual framework and financial model.

This shall include, as applicable, requirements related to network operations, modernization, investment obligations, quality of service, service continuity, maintenance, and operational performance.

#### 3.1.1.1.1 Data Room for MOA tender and Information Disclosure:

The Data Room shall be prepared and populated by the Contracting Authority (TRA/MoT) and the relevant operator entities (MIC1 and MIC2). The Consultant shall review the proposed data room structure, index, and minimum information requirements to ensure completeness and consistency with bidder due-diligence needs, and to enable a competitive and defensible MOA tender. Where gaps are identified, the Consultant shall issue a targeted data request to MIC1 and MIC2 (and, as applicable, to the Contracting Authority) to obtain missing information, covering at minimum:

- (i) network/site inventories and asset registers;
- (ii) network design/architecture and performance baselines;
- (iii) audited/management financial statements, revenues, and OPEX/CAPEX history;
- (iv) HR headcount and employment terms;
- (v) existing supplier and service contracts;
- (vi) spectrum/licence-related information available to the Contracting Authority; and
- (vii) any other information required for bidder due diligence.

The Consultant shall propose confidentiality protocols and bidder NDA requirements and shall recommend a practical timeline for data room population to ensure that core diagnostic work is informed by available baseline data. The Consultant shall not be responsible for generating primary source data, but shall verify completeness and flag material data gaps and their implications.

#### 3.1.1.1.2 Market and Operational Diagnostic

- Review and analyze the Lebanese mobile market landscape, including market structure, competitive dynamics, subscriber base, traffic trends, pricing, investment levels, and financial performance, and present key KPIs, structural constraints, risks, and growth potential.
- Review and assess the current operational baseline for MIC1 and MIC2 (where data is available), including network status, service performance, coverage constraints, operational processes, and key operational bottlenecks.

#### 3.1.1.1.3 MOA Operating Model and Performance Framework

- Propose the Manager's technical and operational role and obligations, including full responsibility for day-to-day operation and management of the networks, customer base, and commercial activities, and responsibility for network modernization aligned with the business plan, MoT policy direction, and the TRA regulatory framework.
- Propose the performance standards and KPI framework, including:
  - Financial KPIs
  - Technical and QoS KPIs
  - Commercial KPIs
  - Strategic KPIs
  - Measurement methodologies, reporting templates, and verification arrangements (including independent verification where relevant);
  - Incentives and penalties linked to service and performance outcomes.

- Propose governance and oversight arrangements from an operational/technical standpoint: reporting obligations, approvals of business plans and annual budgets, audit interfaces, and operational interactions between TRA, MoT, the Manager(s), and any supervisory/steering bodies.

#### 3.1.1.2. Allocation of Risks and Obligations, Including Revenue-Sharing Mechanisms

The Consultant shall identify, assess, allocate, and propose mitigation measures for the key commercial, operational, financial, regulatory, legal, technological, and performance-related risks associated with the Management and Operating Agreements.

This shall include:

- preparing a **Risk Register** covering, at a minimum, demand and market risk, CAPEX delivery, operational performance, foreign exchange and inflation, regulatory and tariff changes, technology obsolescence, cybersecurity, force majeure, vendor and supply-chain risks, and transition risks;
- preparing a **risk allocation matrix** identifying risks to be borne by the Manager/Operator, the State/Contracting Authority, or shared between the parties, together with the appropriate contractual treatment;
- defining the respective rights, obligations, responsibilities, and liabilities of the parties, including the treatment of OPEX, CAPEX, investment obligations, modernization, maintenance, service continuity, and performance obligations;
- identifying appropriate risk-mitigation mechanisms, including, as relevant, guarantees, performance security, insurance requirements, reporting and audit controls, KPI-linked incentives and penalties, step-in rights, change-control mechanisms, indexation principles, and caps or floors;
- developing and testing revenue-sharing mechanisms, including the revenue base, permitted deductions, payment and reconciliation arrangements, audit rights, and treatment of exceptional items;
- assessing the financial implications of alternative risk-allocation and revenue-sharing structures through the financial model;
- defining appropriate remedies, termination and transition arrangements, and continuity mechanisms; and
- ensuring that the agreed risk framework is consistently reflected in the tender document, evaluation methodology where relevant, financial model, and MOA provisions and schedules.

#### 3.1.1.3. Financial Modelling

Based on points 1 and 2 above, the Consultant shall develop an integrated and auditable financial model to support bidder evaluation and scenario and sensitivity analysis, including revenues, OPEX, CAPEX, CAPEX recovery, and revenue-sharing mechanisms.

The Consultant shall ensure that the model is robust, transparent, and fully documented, and shall provide a walkthrough and knowledge transfer to the TRA.

##### 3.1.1.3.1 Commercial and Fiscal Architecture

- Define CAPEX allocation and recovery principles: full allocation of network CAPEX to the Manager; design of a CAPEX recovery mechanism through a revenue-sharing structure and/or agreed settlement rules, with clear definitions of eligible CAPEX categories and verification requirements.

- Define OPEX responsibilities: full allocation of OPEX to the Manager; design of OPEX caps, efficiency incentives, and automation levers where relevant.
- Define the Government revenue-sharing model and State transfers, including taxes, regulatory charges, spectrum fees, and (where applicable as per policy) a guaranteed minimum annual transfer to the State.

### 3.1.1.3.2 Financial Model (Integrated, Auditable, Technology-Neutral)

The Consultant shall develop an integrated dynamic financial model for MIC1 and MIC2 that is modular, assumption-driven, and fully transparent, enabling the TRA to perform independent scenario and sensitivity testing. The model shall be decision-grade and auditable, and shall support the MOA commercial model and bid evaluation.

**Stress-testing and benchmarking:** The Model shall include stress-test scenarios such as (i) severe FX depreciation/currency crisis; (ii) inflation and energy price spikes; (iii) demand/traffic downside or ARPU erosion; and (iv) CAPEX delivery delays or cost overruns. The Consultant shall benchmark key assumptions and outputs against relevant regional comparables and international best practice and shall support TRA internal validation through a model walkthrough and checklists.

**Model technical specifications:** The Financial Model shall be delivered in Microsoft Excel (latest generally available version and compatible with commonly used versions), with transparent, auditable calculations and a clear separation between inputs, assumptions, calculations, and outputs. Any macros (if used) must be disclosed, documented, and provided in unlocked form, with a macro-free alternative where feasible. The Model shall include an assumptions log, version control notes, and an audit trail/diagnostics sheet to facilitate validation by TRA.

- **Model coverage:** baseline (as-is) operations; incremental modernization and expansion investments (including 5G evolution where applicable); and post-investment steady-state performance over the MOA term.
- **Revenue module:** historical revenue analysis by service; subscriber/usage/ARPU drivers; scenario-based projections; revenue uplift linked to modernization and new services.
- **OPEX module:** baseline OPEX decomposition; incremental OPEX from upgrades; identification of efficiency and automation levers; inflation and FX assumptions where relevant.
- **CAPEX module:** bottom-up forecasting across standard telecom domains (as applicable): RAN, core evolution, transport/backhaul, virtualization/automation, data center/cloud infrastructure, OSS/BSS/IT, and digital platforms.
- **Integrated statements and metrics:** P&L, cash flow, EBITDA, free cash flow, payback indicators, and evaluation KPIs required for tender assessment. Compliant with International Accounting Standards
- **Scenario and sensitivity analysis:** base/downside/upside; sensitivities on demand/traffic, CAPEX phasing/scale, cost inflation/energy, transition timing, and macro variables.
- **Delivery format:** dynamic Excel model with documentation/methodology book and user guide; training/knowledge-transfer session for TRA staff.

### 3.1.2 Module 1 – Activity 2 – Legal and Contractual Structuring

The Consultant shall provide legal and contractual support focused on the structuring of the international tender and the Management and Operating Agreements (MOAs), including appropriate allocation of contractual risks, remedies, termination and transition arrangements, continuity and step-in mechanisms where applicable, and enforceability considerations.

The Consultant shall draft, review, and validate the tender document and the Management and Operating Agreements for MIC1 and MIC2 in preparation for the launch of the international tender process, together with the Tender Participation Requirements and Prequalification Criteria.

The legal and contractual work shall include, as applicable:

- defining the contractual structure, rights, obligations, responsibilities, and liabilities of the relevant parties;
- translating the agreed technical, financial, commercial, and risk-allocation framework into clear and enforceable contractual provisions;
- drafting provisions governing performance obligations, KPIs, reporting, monitoring, compliance, and audit rights;
- defining contractual remedies, penalties, performance incentives, cure periods, and escalation mechanisms;
- developing provisions governing default, suspension, step-in rights, service continuity, termination, and orderly transition or handover;
- establishing appropriate provisions for CAPEX and OPEX obligations, investment commitments, revenue-sharing arrangements, payment mechanisms, reconciliation, and financial controls;
- addressing change mechanisms, force majeure, regulatory change, dispute resolution, governing law, and other relevant contractual safeguards;
- defining the legal and qualification requirements applicable to bidders, including consortium or joint-venture arrangements, subcontracting, conflicts of interest, eligibility, and prequalification requirements;
- ensuring consistency between the tender document, the MOAs, the financial model, technical and performance requirements, and the agreed risk-allocation framework; and
- reviewing and validating the final tender and contractual documents to ensure completeness, internal consistency, clarity, and readiness for launch of the international tender process.

### **3.2 Module 2 – Support throughout the Tendering Process and Related Procurement Procedures**

Module 2 shall be optional and, if activated by the TRA, shall cover advisory and technical support throughout the international tendering process and related procurement procedures, from launch of the tender until completion of the procurement process and, where required, contract finalization.

The Consultant's support shall include, as applicable:

- assisting the procuring authority in responding to bidders' requests for clarification and preparing draft responses, addenda, amendments, and other tender communications;
- reviewing questions raised by prospective bidders and assessing whether any clarification or amendment to the tender document, MOA, financial model, or related annexes is required;
- supporting the procuring authority in pre-bid meetings, clarification sessions, conferences, presentations, or other bidder-engagement activities;
- supporting due diligence sessions with prospective or shortlisted bidders, where required;
- providing technical, financial, commercial, and legal advice during the evaluation process, while preserving the independence and decision-making authority of the competent evaluation bodies;

- supporting the review of technical and financial proposals against the approved evaluation methodology and criteria;
- assisting in the assessment of bidder qualifications, proposed commercial structures, financial assumptions, risk allocation, and compliance with the tender requirements;
- reviewing and advising on requests for clarification addressed to bidders during the evaluation process;
- supporting the analysis of deviations, qualifications, reservations, or proposed contractual amendments submitted by bidders;
- assisting in the preparation or review of evaluation reports, recommendations, and supporting documentation, as requested by the TRA;
- providing advice on procurement-related issues that may arise during the tender process, including matters affecting competition, equal treatment, transparency, or consistency with the tender requirements;
- supporting permitted clarifications of the MOA with bidders, where applicable, and assisting in the consolidation of the final contractual provisions, schedules, and annexes; and
- supporting the contract-finalization process with the selected bidder, where applicable under the governing procurement framework.

The Consultant shall perform Module 2 in an advisory capacity. All procurement decisions, bidder evaluations, approvals, and award decisions shall remain the sole responsibility of the procuring authority and the competent procurement bodies.

#### **4. Minimum Qualifications of Bidders**

Bidders must be reputable advisory local or international firms with international experience, potentially in association with technical and financial specialists or as consortium/Joint venture, with demonstrable experience in structuring and drafting complex public-sector telecommunications contracts, including management, and operating agreements and comparable arrangements. Specifically, the Bidder must demonstrate the following:

Module-specific eligibility note: the Bidder shall demonstrate the combined qualifications, key experts, and delivery capacity necessary to perform the relevant Module scopes and activities, and shall ensure full internal consistency across technical, financial, legal, and risk outputs for the Modules proposed.

##### **4.1 Relevant Contractual Experience**

- At least three (3) completed assignments within the last ten (10) years involving the structuring and/or drafting of complex public-sector telecommunications or infrastructure contracts in markets of at least seven (7) million mobile subscribers (or equivalent scale demonstrated by the Bidder).
- Experience with Management and Operating Agreements, concession/service contracts, and/or private participation-type contractual arrangements.
- For each assignment, provide: client name, country, contract type and duration, scope of services, year of completion, and the Bidder's role (lead advisor or co-advisor).

##### **4.2 Private participation Contractual Structuring Expertise**



- Direct involvement in at least two (2) assignments that included private participation contractual structures, covering elements such as risk allocation, revenue sharing models, and CAPEX/OPEX responsibility allocation.
- At least one (1) assignment must relate specifically to telecommunications or network-based infrastructure.

#### 4.3 Lebanese Legal Expertise

- Proven capacity to draft and negotiate contracts governed by Lebanese law, supported by at least two (2) assignments performed under Lebanese law and/or a formal association/subcontracting arrangement with a Lebanese law firm licensed to practice in Lebanon.
- Demonstrated familiarity with: Telecom Law No. 431/2002; Mobile Licenses Law No. 393/2002; Public Procurement Law No. 244/2021; and relevant Council of Ministers' decisions and TRA decisions applicable to mobile management and regulation.

#### 4.4 Institutional Knowledge

- Practical experience in Lebanon and/or the MENA region in at least one (1) assignment involving a telecommunications regulator, a ministry responsible for telecommunications, and/or a mobile telecom operator.
- Demonstrated understanding of regulator-operator relationships, state-owned operator governance, and regulatory oversight/reporting mechanisms.

#### 4.5 Capacity, Independence, and Conflicts of Interest

- Ability to act as lead advisor for the preparation of a complete tender package, including draft RFP and annexes, draft MOA(s), evaluation criteria and toolkits, and the financial model.
- Availability of a dedicated core team including (minimum): one senior legal expert (≥15 years telecom/infrastructure contracting); one commercial/contract structuring expert; and financial modelling expertise (in-house or named subcontractor). Key experts shall be identified by name, role, and relevant experience.
- Mandatory conflicts of interest disclosures, including prior relationships with potential bidders, and an agreed cooling-off / restriction regime, as required by the Contracting Authority, to protect the integrity of the procurement.
- Experience in reviewing and validating bidder data rooms for similar transactions (completeness checks, indexing, gap identification, and disclosure protocols).

#### 5. Procurement Method

The procurement will be conducted through a Request for Proposals (RFP) process for consulting services. The consultants are required to submit a technical proposal and a financial proposal for the described advisory services.

The award will follow a Quality- and Cost-Based Selection (QCBS) methodology, with a 50% weighting on technical merit and 50% on the financial proposal, in accordance with Public Procurement Law No. 244/2021 and applicable implementing texts.

## 6. Submission Requirements – Technical and Financial Proposals

Bidders shall submit a Technical Proposal and a Financial Proposal covering both Modules described in this RFP:

- **Module 1 – Technical, Risk, Financial, and Legal/Contractual Structuring**
- **Module 2 – Optional Support throughout the Tendering Process and Related Procurement Procedures**

The Technical Proposal shall demonstrate an integrated approach across the technical, risk, financial, legal, and contractual components of Module 1 and the proposed support arrangements for Module 2.

### 6.1 The Technical Proposal

The Technical Proposal shall include, without limitation, the following:

**6.1.1 Relevant experience of the Bidder**, including any joint venture partner or sub-consultant, in public-sector telecommunications advisory assignments, with particular emphasis on:

- drafting and structuring Management and Operating Agreements and/or comparable management or operating contracts;
- preparation of procurement-ready tender documents, including evaluation criteria, bidder instructions, forms, and schedules;
- development of telecommunications financial models supporting competitive tendering, including revenue-sharing and CAPEX/OPEX frameworks;
- risk assessment, allocation, and mitigation in telecommunications or comparable infrastructure assignments; and
- network modernization, performance frameworks, and technology evolution, including 4G/5G environments.

Where available, the Bidder may provide relevant rankings or professional recognitions in telecommunications/ICT advisory mandates, identifying the source.

**6.1.2 Proposed Key Experts:** CVs of the professional staff committed to the Assignment, including JV partners and sub-consultants, highlighting relevant experience and clearly identifying the experts responsible for legal/contractual drafting, commercial and risk structuring, financial modelling, and telecommunications operations/regulation.

Any replacement of Key Experts after contract award shall be subject to the prior approval of the Contracting Authority.

**6.1.3 Approach and methodology**, including:

- understanding of the objectives, sector context, institutional framework, and operating environment of MIC1 and MIC2;
- approach to technical requirements, KPIs, performance monitoring, modernization, and service continuity;
- approach to risk identification, allocation, mitigation, and revenue-sharing mechanisms;
- approach to developing an integrated, transparent, and auditable financial model for MIC1 and MIC2;
- approach to drafting and validating the tender document and MOAs, ensuring consistency across the technical, financial, risk, and contractual components; and
- approach to supporting the tendering process under optional Module 2.

**6.1.4 Work plan and organization**, including:

- activities, sequencing, milestones, review cycles, and delivery dates;
- governance and coordination arrangements;
- proposed on-site and remote working arrangements; and
- dependencies on the Contracting Authority, availability of data, and treatment of information gaps.

Bidders may associate with other consultants, entities, or individual experts through joint venture, consortium, and/or subcontracting arrangements, provided that the Bidder demonstrates the full range of qualifications and expertise required for the Assignment. The lead Bidder shall remain responsible for the full and timely performance of the contract and for compliance with all confidentiality obligations.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

## 6.2 The Financial Proposal

The Financial Proposal shall be expressed in US Dollars (USD) and shall include all fees, expenses, taxes, duties, levies, and other costs required for performance of the Assignment.

The Financial Proposal shall provide **separate prices for Module 1 and Module 2**, using the Financial Forms provided in the Annexes, together with the total combined price.

The price of Module 2 shall represent not more than **fifteen percent (15%)** of the price of Module 1.

The allocation of costs between the two Modules shall be reasonable and proportionate to their respective scope, level of effort, and resource requirements. The TRA reserves the right to seek clarification on, or reject, any Financial Proposal that is materially unbalanced, front-loaded, or otherwise inconsistent with the required pricing structure.

For financial evaluation purposes, the **total evaluated price shall include the prices of both Module 1 and Module 2**, notwithstanding the optional nature of Module 2.

The Financial Proposal shall include all costs associated with performance of the Assignment, including staff remuneration, travel, accommodation, transportation, communications, software/tools, insurance, printing, meetings/workshops, surveys, translation, and any other required expenses.

## 6.3 Validity

The Technical Proposal and Financial Proposal shall remain valid for **sixty (60) days from the submission deadline**.

Notwithstanding the above, the price offered for **Module 2** shall remain firm and valid for **six (6) months from the date of acceptance by the TRA of the final Module 1 deliverables**, during which period Module 2 may be activated based on the TRA's needs and subject to the availability of the required approvals.

## 6.4 Clarifications and Addenda

Bidders may submit requests for clarification in writing **no later than ten (10) days before the submission deadline**. Requests received after that date may be disregarded.

The TRA may issue written responses up to **six (6) days before the submission deadline** and may issue addenda as necessary. Any addenda issued shall be binding on all Bidders.

Bidders shall submit a Technical Proposal and a Financial Proposal covering both Modules described in this RFP:

- **Module 1 – Technical, Risk, Financial, and Legal/Contractual Structuring**

- **Module 2 – Optional Support throughout the Tendering Process and Related Procurement Procedures**

The Technical Proposal shall demonstrate an integrated approach across the technical, risk, financial, legal, and contractual components of Module 1 and the proposed support arrangements for Module 2.

#### **6.5 Working arrangements / on-site presence**

The Assignment shall be delivered through a combination of on-site and remote work. The Consultant shall maintain regular on-site presence at the MoT and/or TRA premises as required by the Contracting Authority. The work plan shall specify the expected on-site presence, including availability for at least two (2) to three (3) working days per week, subject to the Contracting Authority's direction. All related costs shall be included in the Financial Proposal.

#### **7. Key Deliverables**

Deliverables shall be provided in accordance with the Modules. Where both Modules are activated, the Consultant shall ensure consistency across the technical, financial, legal, contractual, and risk-management components.

#### **Module 1 – Core Deliverables**

1. **Inception Report:** refined methodology, work plan, governance arrangements, data request list, and proposed tender/MOA structure.
2. **Diagnostic and Structuring Report:** review of available technical, operational, financial, and market information; identification of key issues, data gaps, and recommended structuring principles.
3. **Technical and Performance Framework:** technical and operational requirements, KPIs, performance standards, modernization, investment, maintenance, and service-continuity requirements.
4. **Risk Register and Allocation Matrix:** identification, allocation, and mitigation of key risks, including their integration into the tender document, MOA, and financial model.
5. **Financial Model:** fully functioning, dynamic, integrated, and auditable Excel-based financial model for MIC1 and MIC2, covering revenues, OPEX, CAPEX, CAPEX recovery, revenue-sharing mechanisms, and bidder-evaluation requirements. The model shall include scenario and sensitivity analysis, transparent assumptions and calculation logic, supporting documentation/user guide, and a walkthrough and knowledge-transfer session for the Contracting Authority.
6. **Tender Document:** complete draft and final tender document, including Tender Participation Requirements and Prequalification Criteria, evaluation methodology, forms, schedules, and annexes.
7. **Management and Operating Agreements:** draft and final MOAs for MIC1 and MIC2, including contractual, commercial, performance, risk-allocation, termination, transition, and related provisions.
8. **Data Room Review:** review of completeness and consistency of the Data Room, identification of information gaps, and recommendations for bidder access and confidentiality.
9. **Final Integrated Tender Package:** final validated tender document, MOAs, financial model, technical/KPI schedules, risk framework, and related annexes, ready for tender launch.

#### **Module 2 – Optional Tender-Phase Support Deliverables**

If activated, Module 2 deliverables shall include, as applicable:

- responses to bidder clarifications and proposed addenda;
- support for pre-bid, clarification, and due-diligence sessions;
- technical, financial, commercial, and legal advisory support during bid evaluation;
- support in reviewing bidder clarifications, deviations, qualifications, and contractual matters;
- support in preparing or reviewing evaluation documentation; and
- MOA clarification and contract-finalization support, including consolidation of final schedules and annexes.

All Module 2 services shall be advisory, with procurement decisions remaining the responsibility of the procuring authority and competent bodies.

## **8. Duration**

The Assignment module 1 shall be completed within 3 months from contract effective date, inclusive of all drafts, reviews, and consolidation into final deliverables. Module 2 implementation is optional and is based on the needs and subject to the availability of the required approvals, it covers support and assistance throughout the tendering process and related procurement procedures. The validity of module 2 offer shall remain 6 months starting from the date module 1 deliverables are handed and accepted by the TRA.

## **9. Payment Terms**

The payment method and conditions applicable to the Consultant under the resulting contract shall be as follows (subject to the contract and applicable approvals):

- 1) Advance payment: An advance of ten percent (10%) of the Contract Price may be granted, provided that it complies with the lumpsum value of the contract and shall not exceed the equivalent of LBP 15,000,000,000, pursuant to Clause 14.1 of the General Conditions. The advance shall be paid within fifteen (15) business days from the contract effective date, against the required advance payment guarantee.
- 2) Interim payment (2nd payment): A second payment equal to thirty percent (30%) of the Contract Price shall be paid within fifteen (15) business days from the date of the TRA's written approval following receipt of the initial reports for the module 1.
- 3) Interim payment (3rd payment): A third payment equal to thirty percent (30%) of the Contract Price shall be paid within fifteen (15) business days from the date of the TRA's written approval of the final deliverables of module 1.
- 4) Final acceptance and release of performance security: Upon final acceptance of all reports and deliverables of module 1, and finalizing the MOA tender of module 2 or expiry of the validity of module 2. Any applicable performance security (performance guarantee) shall be released in accordance with the contract. Any final balance (including the remaining thirty percent (30%)) shall be payable within thirty (30) days from submission of the invoice, subject to final acceptance.

## **10. Governance Model**

### **10.1 Overall Governance Principles**

- The TRA acts as the Contracting Authority for the consultancy assignment and leads the preparation and validation of the future MOA tender documents, within its legal and regulatory mandate.

- The Ministry of Telecommunications (MoT) supports and coordinates with the TRA as required, in accordance with its respective mandate and responsibilities.
- MIC1 and MIC2 shall provide the required data, baseline information, and operational inputs, without participating in the evaluation or decision-making processes.
- Appropriate governance, documentation, audit trails, and conflict-of-interest safeguards shall be maintained throughout the Assignment.
- The governance arrangements shall ensure compliance with Public Procurement Law No. 244/2021, transparency, auditability, regulatory integrity, and equal treatment.

## 10.2 Decision-Making and Accountability

- Decisions and approvals related to the consultancy assignment shall remain with the TRA and the competent authorities, each within its respective mandate.
- The preparation and validation of the tender document and MOAs shall be led by the TRA, with the final documents submitted for the approvals required under the applicable legal and institutional framework.
- The Consultant shall provide technical, commercial, financial, legal, and procurement advice without exercising any decision-making or evaluation authority.
- All material inputs, recommendations, reviews, and approvals shall be documented to ensure traceability and auditability.

## 11. Legal and Compliance Clauses

### 11.1 Conflicts of Interest and Cooling-Off

Bidders shall disclose any actual, potential, or perceived conflicts of interest, including any prior or current relationships (direct or indirect) with MIC1 (alfa), MIC2 (touch), and/or any entities that may reasonably be expected to participate in the future MOA tender. The Contracting Authority may reject a bidder on conflict-of-interest grounds or impose mitigation measures and/or a cooling-off restriction on subsequent involvement with MOA bidders, as specified by the Contracting Authority and reflected in the consultancy contract.

### 11.2 Governing Law and Jurisdiction

The consultancy contract shall be governed exclusively by Lebanese law, and any dispute arising out of or relating to the consultancy contract shall fall under the jurisdiction of the competent courts in Lebanon, as specified in the consultancy contract.

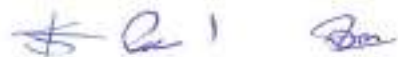
### 11.3 Preservation of Sovereign Regulatory and Legislative Rights

Nothing in the RFP, the consultancy contract, or the Consultant's deliverables shall limit the State of Lebanon's sovereign right to reform the telecommunications sector and legislate or regulate accordingly. No stabilization clause is intended or shall be implied.

### 11.4 Termination and Compensation Principles

The Consultant shall develop and validate a balanced termination and compensation framework for the MOAs, taking into account the cause of termination, allocation of risks, protection of the State's interests, and the commercial attractiveness and bankability of the proposed structure.

Termination compensation shall distinguish, as appropriate, between Manager/Operator default, Contracting Authority default or termination for convenience, force majeure and other no-fault events. Any compensation for future earnings or lost profits shall be justified, proportionate, clearly defined



and, where applicable, subject to appropriate limitations or caps, in accordance with Lebanese law and the agreed risk-allocation framework.

#### 11.5 Data Protection, Confidentiality, and Ownership

The Consultant shall handle all information and data received or generated under the Assignment in accordance with applicable Lebanese legal principles and confidentiality requirements. The data room and all deliverables (including drafts, models, and templates) shall remain the property of the Contracting Authority and shall not be reused or disclosed by the Consultant without the Contracting Authority's prior written approval.

**Intellectual Property and reuse:** All deliverables, templates, models, databases, and other work products developed under the Assignment shall become the property of the Contracting Authority upon payment, including all intellectual property rights to use, reproduce, adapt, and modify the deliverables without further consent. The Consultant may not reuse or disclose the deliverables or data room content for other clients. Any use of anonymized case study references for marketing purposes shall require the Contracting Authority's prior written approval. The Consultant shall be subject to a cooling-off restriction and may not assist or advise any bidder participating in the MOA tender(s) for a period to be specified by the Contracting Authority.

The Consultant shall sign a non-disclosure agreement (NDA) with TRA

#### 11.6 Eligibility Restrictions – Compliance with Lebanese Laws

- Pursuant to applicable Lebanese laws and regulations, including but not limited to legislation governing the boycott of Israel, entities that are, directly or indirectly, affiliated with Israel shall be deemed **ineligible** to participate in this tender process.
- For the purposes of this provision, ineligibility shall apply to any bidder, consortium member, subcontractor, or affiliate that:
  - Is incorporated, registered, or headquartered in Israel;
  - Is owned or controlled, directly or indirectly, by Israeli nationals or entities;
  - Maintains commercial, contractual, or business relationships prohibited under Lebanese boycott laws;
  - Otherwise falls within the scope of entities subject to restrictions under Lebanese legislation relating to the boycott of Israel.

Bidders shall be required to submit a **formal declaration of compliance** confirming adherence to these requirements. The Client reserves the right to verify such declarations and to disqualify any bidder found to be in breach of this provision at any stage of the tender process.

## **Chapter Nine – Form of Contract for the Request for Proposals for Consulting Services**

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority (TRA)

### **Contract Form Template**

**Reference:** TRA/PRE/341-220926

**Between:**

**1. The Contracting Authority,**  
Telecommunications Regulatory Authority

represented by: Jenny Gemayel, Chairperson  
(hereinafter referred to as the "**Contracting Authority**")

**And**

**2. [Insert Name of the Contractor],**  
represented by:  
[Insert Name of the Contractor's Representative]  
(hereinafter referred to as the "**Contractor**")

**Based on:** [Decision / Reference No. \_\_\_\_ dated \_\_\_\_ (subject)]

**Based on:** the Public Procurement Law

**Based on:** the Request for Proposals for Consulting Services file attached hereto

**Based on:** the minutes of the Tender Committee formed pursuant to Decision No. [\_\_\_\_ dated \_\_\_\_], a copy of which is attached

**It has been agreed as follows:**

#### **Article 1 – Preamble**

The preamble shall constitute an integral part of this Contract.

#### **Article 2 – Scope of Services**

The Contractor undertakes to perform the consulting services under **Module 1**, and under **Module 2** if activated by the Contracting Authority, in accordance with the Request for Proposals, the Terms of Reference, and the following price schedule:

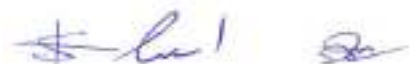
**[Insert Price Schedule]**

#### **Article 3 – Contract Price**

The Contract Price shall be:

**[Amount in figures: \_\_\_\_\_ USD]**

**[Amount in words: \_\_\_\_\_ United States Dollars only]**



This amount includes the provision of all services required under the tender documents.  
The Contracting Authority shall pay the Contractor's entitlements in accordance with the terms and conditions of the Contract.

#### **Article 4 – Contract Duration**

The Contractor undertakes to deliver the services specified in Article 2 above within the following timeframes:

##### **Module 1:**

Three (3) months, in accordance with the provisions of Chapter Eight.

##### **Module 2:**

If activated, it shall be performed in accordance with the duration and arrangements specified in the Special Conditions of Contract.

#### **Article 5 – Compliance with Execution Conditions**

The Contractor undertakes to comply with all execution requirements, including related services, in accordance with the Contract conditions attached hereto.

#### **Article 6 – Compliance with Proposal and Contract Conditions**

The Contractor undertakes to implement all provisions contained in the proposal submitted and attached hereto.

The Contractor also undertakes to comply with all General and Special Conditions of Contract attached to this Contract.

#### **Article 7 – Performance Security**

The Contractor shall provide a financial performance security to the first party equivalent to **ten percent (10%) of the Contract Price**, and shall submit all required administrative and legal documents, including a clearance certificate issued by the National Social Security Fund (NSSF).

#### **Article 8 – Copies of the Contract**

This Contract has been executed in one original copy retained by the Contracting Authority, and a copy delivered to the Contractor.

Beirut, on:

Contractor  
Company Name  
representative  
Signature

Contracting Authority  
Telecommunications Regulatory Authority  
Dr. Jenny Gemayel  
Signature



## ***Chapter Ten – Contract Annex Forms for Participation in the Request for Proposals for Consulting Services***

**Project:** Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:** TRA/PRE/341-220926

**Contracting Authority:** Telecommunications Regulatory Authority (TRA)

## Performance Security Letter

Bank: .....

To *Telecommunications Regulatory Authority*

**Subject:** Bank Guarantee Letter Issued in Your Favor

At the request of [Mr./Messrs./Company] [Insert Name of the Contractor], in connection with the Contract:

**Project:**

[Name of the Project or Contract]

**Reference:**

[Approved Contract Reference]

**Date:**

[Insert Date]

We, the Bank [Insert Name of the Bank], having its registered office at [Insert Address of the Bank], represented by Mr./Ms. [Insert Name of the Authorized Bank Representative], signing below in his/her capacity as [Insert Official Title of the Bank Representative], and at the request of [Mr./Messrs./Company] [Insert Name of the Contractor], hereby irrevocably and unconditionally undertake, on a personal basis, to pay in cash and immediately, without any restriction or condition, any amount that you may demand from us up to the maximum amount of:

[Insert Amount of the Guarantee]

(Lebanese Pounds or United States Dollars)

Such payment shall be made upon your first written demand, duly issued and signed by you, without any obligation on your part to state the reasons for such demand.

Accordingly, our Bank expressly acknowledges that this **Letter of Guarantee** is autonomous and entirely independent of any relationship or contract between you and the applicant

[Mr./Messrs./Company] [Insert Name of the Contractor], and that our Bank shall not, under any circumstances and at any time, invoke any reason whatsoever, nor raise any defense, to refuse or delay payment of any amount claimed under this Letter of Guarantee.

Furthermore, our Bank hereby irrevocably waives in advance any right to contest or object to any payment request issued by you or by any authorized official acting on your behalf, and shall not accept any objection raised by [Mr./Messrs./Company] [Insert Name of the Contractor] or by any third party regarding payment to you pursuant to your request.

This **Letter of Guarantee** shall remain valid until [Insert Expiry Date in accordance with the Contract], and upon expiry of this period, it shall be automatically renewed until it is returned to us or until you notify us in writing of our release from this guarantee.

Any payment made by our Bank under this Letter of Guarantee upon your request shall reduce the maximum guaranteed amount by the same amount.

This **Letter of Guarantee** shall be governed by the laws of the Republic of Lebanon and subject to the jurisdiction of the competent courts in Lebanon.

For the purpose of fulfilling this obligation, we elect domicile at our institution located at:

[Insert Address of the Bank as Elected Domicile]

Place:

Date:

Capacity:

Name:

Signature:

Stamp of the Bank



### Contract Award Notification Letter

**Contractor's Address:**

Telecommunications Regulatory Authority

Riad El Solh Street, Ministry of Telecommunications Building, Third Floor, Room 316

**Project:**

Validation and Assistance in Tender Documents and Management and Operating Agreements (MOAs), and Financial models, preparation for each of Mobile Interim Company 1 (MIC1 – Alfa) and Mobile Interim Company 2 (MIC2 – Touch), and International Tender Participation Requirements and Prequalification Criteria

**Reference:**

[Approved Project Reference]

Dear [Name of the Contractor's Representative],

The Telecommunications Regulatory Authority is pleased to inform you that the Contract Form referenced above has been duly signed by the competent authority for a total value of:

[Insert Contract Value].

Accordingly, the Contract has become effective, and we hereby enclose a duly signed copy for your records.

Pursuant to the provisions of the Contract, you are required to submit the **Performance Security** within a maximum period of **fifteen (15) days** from the effective date of the Contract, in an amount equivalent to **ten percent (10%)** of the Contract Price. Upon submission of the Performance Security in the required form and substance, you may proceed with the release of the **Bid Security**.

**Name:** Dr. Jenny Gemayel

**Title:** Chairperson

**Contracting Authority:** Telecommunications Regulatory Authority

**Signature:**

**Date:**

