TMO — Traffic Management Operation

Lebanon — Vehicle Registration & Driver Licensing RFP

OFFICIAL CLARIFICATIONS AND RESPONSES — Batch 6

The following clarifications are published in response to questions received from prospective bidders during the RFP clarification period, and are read together with the RFP and its issued Addenda Nos. 1, 2 and 3. These responses do not modify the RFP except where they reflect an issued Addendum; in case of discrepancy, the RFP and its issued Addenda prevail.

A. Financial & Pricing

Q01. Art. 33-5 & Price Schedule

Question: Who pays electricity bills (EDL), private generator fuel, and server room cooling costs at all TMO sites? Are these inside the contractor's all-inclusive PSF pricing or paid separately by the Authority?

Authority's response: The contractor provides and funds its server-room power, UPS and cooling within the all-inclusive price. As owner of the premises, the Authority bears the site electricity (EDL) supply and generator fuel at its sites.

Q02. Art. 11 & Price Schedule Forms

Question: Does the PSF/CGAM/CARC declared in the offer already include VAT (Authority pays that exact amount), or does the Authority pay the declared amount plus VAT on top? Which figure is used for financial scoring (FIN-1 to FIN-4)?

Authority's response: The financial comparison is performed on the prices as declared in the pricing forms — i.e. on the net, VAT-exclusive value of PSF, CGAM, CARC and the goods Basket (DL/VR/Vignette), the VAT-inclusive figure being shown for information only (RFP "Financial Evaluation" section + the financial-comparison tables + the transaction-pricing form). As VAT is a uniform statutory charge applied equally to all offers under prevailing law, it does not affect the ratio-based ranking (FIN-1...4). Public Procurement Law 244/2021 does not impose a separate VAT rule for the comparison; it leaves the methodology to the RFP documents, which here adopt the net (pre-VAT) basis.

Q03. Activity Schedule Item 3 & Law 244/2021 Art. 29-1-c

Question: The dossier says goods quantity changes follow 'the limits in Article 29-1-c of the Procurement Law' but does not reproduce that text. What are the exact maximum percentage increases and decreases allowed for DL cards, VR cards, and RFID stickers?

Authority's response: Per Article 29-1-c of Law 244/2021, the Authority may increase or decrease the quantity of each good by up to 20%.

Q04. Art. 11 Special Conditions

Question: Payments are made in LBP at 'the BDL rate on the settlement date.' Lebanon has had several exchange rate mechanisms. Which specific BDL rate or platform applies? If BDL changes rates again during the 5-year contract, which rate governs each payment?

Authority's response: Payments in LBP are converted at the official Banque du Liban rate in force on the settlement date; should that mechanism change, the rate in force at each payment date applies.

المادة الحادية عشر من دفتر الشروط: "عملة العقد هي الدولار الاميركي ويجري دفع استحقاقات الملتزم بالعملة اللبنانية، تحتسب وفقاً للسعر المعتمد من قبل مصرف لبنان بتاريخ التصفية."

Q05. Annex 7 — Stamp Duty

Question: Stamp duty is '4 per mil of the annual contract value.' In a transaction-based model where annual revenue varies, what is the 'annual contract value' for stamp duty purposes — actual PSF revenue, CGAM, CARC, or a fixed amount?

Authority's response: Stamp duty is 4 per mil of the contract's Reference Value

(للعقدالقيمة المرجعية).

Q06. Art. 24 — Law Changes

Question: Article 24 only allows price adjustment for law changes in the 5 days before bid submission. Over a 5-year contract, new laws may impose major new costs (new taxes, data protection obligations, mandatory new modules). What mechanism allows the contractor to recover costs from law changes that happen after the contract is signed?

Authority's response: The contractor is responsible for everything set out in the RFP, and its price is all-inclusive. Change-in-law relief is limited to the five days before bid submission (Article 24); there is no automatic post-signing price-adjustment mechanism. Any matter falling outside the framework of the dossier is dealt with in accordance with the applicable laws in force.

Q07. Price Schedule — All-Inclusive Pricing & Art. 6 Site Visit

Question: The mandatory site visit has been completed. However, no written documentation, asset lists, photographs, or equipment specifications were provided during or after the visit. The price schedule requires an all-inclusive price covering all hardware maintenance, replacement, and operational costs, which cannot be accurately priced without a written record of what currently exists. Please provide, before the bid deadline, a formal written asset inventory for all TMO sites covering: make, model, serial number (or batch), year of purchase, current condition, and maintenance status for all servers, workstations, network equipment, card printers, biometric devices, UPS units, scanners, and any other technical equipment currently deployed.

Authority's response: Per Addendum No. 1 the project is delivered Greenfield (no legacy takeover): the contractor supplies and prices all new equipment on an all-inclusive basis, so no current-asset inventory is issued; Needed legacy/asset technical details are disclosed to the awarded contractor at the discovery phase.

Q08. Art. 14 Special Conditions — CGAM Definition

Question: The CGAM field in the price form is labeled 'USD per transaction' but the dossier defines CGAM as a total annual USD amount. Please confirm: is CGAM a single annual total (floor on total annual revenue), or a per-transaction amount? How should it be written in the offer?

Authority's response: CGAM is a single annual USD total — the contractually guaranteed annual minimum PSF revenue — entered as that annual figure.

B. Payment Mechanism & Revenue Model

Q09. Art. 14 Special Conditions — First Goods Batch

Question: The first delivery of 200,000 DL cards and 200,000 VR cards must happen simultaneously with final system acceptance. Is this batch invoiced under the same acceptance minute as the system, or does it need a separate goods acceptance minute? Does the same 30+60 day payment cycle apply?

Authority's response: Per Addendum No. 1, the first batch (200,000 DL + 200,000 VR) is delivered at provisional acceptance (Go-Live), not final acceptance, and the 30+60-day payment cycle applies (Special Conditions, Art. 14 §5).

Q10. Art. 14 Special Conditions — Contract Year

Question: 'Contract year' is not defined for CGAM reconciliation. If the system is accepted mid-calendar year, does the first contract year run for 12 full months from acceptance, or until end of that calendar year? How is CGAM applied if the first year is less than 12 months?

Authority's response: CGAM for the first year is calculated at the end of the 12-month period that starts from Go-Live (provisional acceptance- the actual operation date).

Q11. Art. 14 Special Conditions — PSF Counting

Question: How are transactions counted for PSF billing in these cases: (a) transaction fails due to a system fault caused by the contractor; (b) transaction fails due to a third-party API outage (insurance, AFIS, DGGS) outside the contractor's control; (c) system is down during an Authority-approved maintenance window. Is each counted as a completed PSF transaction or not?

Authority's response: Only successfully completed eligible transactions earn PSF; transactions that fail (including contractor-fault failures) do not.

Q12. Art. 14 Special Conditions -- CGAM Reconciliation Timeline

Question: The dossier defines the 30+60 day cycle for monthly invoices but gives no timeline for the annual CGAM reconciliation. When must the Authority confirm year-end transaction totals? When can the contractor issue the top-up invoice? Does the same 30+60 day cycle apply?

Authority's response: The annual CGAM reconciliation follows the same 30+60-day cycle once the Authority confirms the year-end transaction totals.

Q13. Art. 1 — Budget Financing

Question: Payments depend on annual budget appropriations from the Authority and the Lebanese state. (a) Has the Authority received its annual budget without significant delays in each of the past 3 years? (b) Have there been payment delays to the current contractor due to budget issues? (c) What is the contractor's remedy if the Authority does not receive its annual budget on time?

Authority's response: The Authority's budget history and appropriation matters are outside the scope of this RFP.

Q14. Art. 14 Special Conditions — Legacy System PSF

Question: Article 14 says the contractor maintains the legacy system 'at its own full expense' during the transition, but also says monthly PSF invoices are issued for 'eligible transactions completed each month' with no explicit start-date restriction, and that invoices are 'paid after final system acceptance.' Do transactions processed on the legacy system during the transition period (16/8/2026 to acceptance) earn PSF that is paid retroactively? Or is the entire transition period zero revenue with no PSF earned at all? Please confirm unambiguously.

Authority's response: This premise no longer applies: under Addendum No. 1 the contractor does not operate or maintain the legacy system (pure Greenfield); the legacy system remains the Authority's responsibility to a single cut-over. There is therefore no legacy-transition PSF.

Q15. Technical Annex 1 & PSF Transaction List — New DL/VR Issuance

Question: The PSF eligible list shows 'digital VR/DL grant' and 'physical plastic card issuance upon request' as two separate line items. But the technical spec says physical cards are always automatically produced for new DL and VR issuances. Does a new DL or VR first-time issuance generate 1 PSF (the digital grant, with the physical card as part of that same service) or 2 PSF (digital grant plus a separate physical card transaction)?

Authority's response: A new DL/VR issuance generates one PSF for the digital grant; the physical card is a separate PSF-eligible item issued only on request (there is no mandatory mass card printing).

Q16. Technical Annex 1 & PSF Transaction List — Renewal + Physical Card

Question: When a citizen renews their license/registration AND requests a physical card in the same session, does this generate 1 PSF (one combined transaction) or 2 PSF (one for the digital renewal plus one for the physical card issuance)?

Authority's response: Two PSF items: the digital renewal and the on-request physical card.

Q17. Technical Annex 1 — Annual Renewal Mode

Question: Annual Renewal Mode — where physical cards are printed each renewal cycle — is OFF by default and must be activated by the Authority. If this mode stays off, physical card PSF volume will be near zero (only lost/damaged replacements). If activated at go-live, it equals the full annual renewal volume (~3.2 million). This difference could be millions of PSF transactions per year. Does the Authority intend to activate Annual Renewal Mode from go-live? If not, when? If undecided, which scenario should bidders use for pricing?

Authority's response: Annual Renewal Mode is off by default and is activated only by Authority directive. Volumes as per the Addendum 2 (statistical publication) may be used as a reference to assess the pricing-scenario.

C. Technical Infrastructure & Scope

Q18. Technical Annex 1 — Data Center Provision

Question: Following the site visits, it remains unclear whether the Authority will provide a dedicated data center space for the contractor's primary production infrastructure. Please confirm in writing: (a) will the Authority provide a data center space with adequate power, cooling, physical security, and internet/WAN connectivity; (b) if yes, provide the exact available rack space (U), kW power capacity, cooling capacity (kW), and current connectivity bandwidth; (c) if no, must the contractor independently source and fund a data center in Lebanon, and is this cost included in the all-inclusive PSF/CGAM/CARC pricing?

Authority's response: The contractor provisions and funds both the primary data centre and the DR site within all-inclusive pricing; the Authority's DR-site infrastructure deployment is in progress.

Q19. Technical Annex 1 — DR Site

Question: The site visits did not include a visit to any designated Disaster Recovery site. Please confirm in writing: (a) will the Authority provide a second physical facility in Lebanon for the DR site; (b) if yes, provide its address, available rack space, power capacity, cooling, and connectivity; (c) if no, must the contractor independently identify, lease, and equip a DR facility at its own cost within the all-inclusive pricing?

Authority's response: The contractor designs, provisions and prices the DR site within all-inclusive pricing; the Authority's DR-site infrastructure deployment is in progress.

Q20. Technical Annex 1 — Power Backup Infrastructure

Question: During the site visit, power backup infrastructure was observed at some locations but no written specifications were provided. Please provide in writing for each site: (a) whether a generator exists, its make, model, rated kVA capacity, age, and current operational status; (b) who currently manages generator fuel procurement and refueling, and who will be responsible for this cost under the new contract; (c) whether server-room grade precision cooling is installed, its make, model, kW capacity, and age; (d) whether UPS systems are installed, their make, model, kVA/kWh capacity, battery age, and estimated remaining service life.

Authority's response: Greenfield: the contractor supplies and sizes the UPS and cooling for its solution within all-inclusive pricing. Generators are the Authority's responsibility, and the Authority funds the fuel. Existing-site technical details are provided to the awarded contractor at the discovery phase.

Q21. Technical Annex 1 — Biometric Enrollment Devices

Question: The spec states the Authority 'already operates biometric kits' and the contractor must integrate with existing devices. These devices were observed during the site visit but no written specifications were provided. Please provide in writing for each site: (a) make and model of all fingerprint capture devices; (b) make and model of all camera/photo capture devices; (c) count of each device type per site; (d) whether SDK or API documentation is currently available and from which vendor; (e) firmware version and whether devices are still under manufacturer support; (f) whether any devices are due for replacement in the near term.

Authority's response:

This is a Greenfield supply: the contractor provides new biometric enrollment devices — both fingerprint capture and photo capture — sized to operational need and no fewer than the minimum quantities published in Addendum No. 2. There is no integration with or reuse of existing devices, so their make/model/SDK details do not apply. Fingerprint matching is delivered by the new in-platform matcher (Addendum No. 2).

Q22. Technical Annex 1 — Card Issuance Equipment

Question: The spec says 'provide card printers if not present,' implying some may already exist. Card printers and encoding equipment were observed at some locations during the site visit, but no specifications or condition reports were provided. Please provide in writing for each site: (a) make, model, and age of all card printers, laser engravers, RFID encoders, and lamination machines currently deployed; (b) their current operational status and maintenance history; (c) whether the Authority expects these to be replaced in full, upgraded, or reused where compatible with the new system; (d) whether any consumables (ribbons, overlays, blank card stock) are currently in inventory and what quantities.

Authority's response: Greenfield with no reuse of existing equipment (Addendum No. 1)

Q23. Technical Annex 1 — OAT Pass Criteria

Question: The OAT requires '30 consecutive days of full production operations.' Please define exactly what passes and what fails: (a) minimum daily transaction volume; (b) minimum system availability percentage; (c) must all modules be live or is phased go-live accepted; (d) if a failure occurs during the 30 days, does the clock restart from zero?

Authority's response: OAT is 30 consecutive days of full production operations; pass/fail is measured against the RFP performance requirements (availability and response targets in Annex 1), with detailed go/no-go criteria set in the acceptance plan.

Q24. Technical Annex 1 — Legacy System Documentation

Question: Accurate scoping of legacy maintenance and Greenfield development requires knowing the current system architecture. During the site visits no technical documentation was made available. Please provide before the bid deadline: (a) system architecture diagrams; (b) technology stack (programming language, database platform, OS, server specifications); (c) list of all active integrations and APIs; (d) database schema or data dictionary; (e) total data volume (GB/TB); (f) approximate number of active records per entity type (vehicles, licenses, violations, users). If this cannot be shared publicly, will it be made available to shortlisted bidders under NDA?

Authority's response: No legacy maintenance is required of the contractor — the solution is pure Greenfield with a single cut-over (Addendum No. 1). Security-sensitive legacy details — architecture diagrams, database schema, and the full integrations list — are disclosed only to the awarded contractor at the discovery phase not pre-bid and not under NDA. The following are already available equally to all bidders: technology stack (C#, Angular, .NET Framework, SQL Server), total data volume (~1.6 TB; 141 GB fingerprint database per Addendum No. 2), and current registry counts (2,400,193 vehicles / 2,131,056 valid licences, Addendum No. 2).

D. Data, Migration & Legacy System

Q25. Technical Annex 1 — Data Quality

Question: The spec requires ≥99.95% record-level integrity post-migration. ETL and deduplication costs depend entirely on current data quality. Will the Authority provide a data quality assessment report before the bid deadline, or grant read-only access to the legacy databases under NDA so bidders can assess data quality themselves?

Authority's response: A pre-bid data-quality assessment and legacy-DB access are not provided; legacy database details are disclosed to the awarded contractor at the discovery phase. Bidders price migration on the all-inclusive basis.

Q26. Technical Annex 1 — Source Systems

Question: How many distinct systems, databases, or data sources must be migrated? Please provide a list with their technology stacks, approximate record counts per entity type (vehicles, licenses, violations, payments, etc.), and total estimated data volumes.

Authority's response: The number of legacy source systems and their per-entity record counts are security-sensitive and are disclosed to the awarded contractor at the discovery phase. The total data to migrate is approximately 1.6 TB (plus a 141 GB fingerprint database), and the current registry counts (2,400,193 vehicles / 2,131,056 valid licences) are published in Addendum No. 2. Bidders price migration on the all-inclusive basis.

Q27. Activity Schedule Item 1 — Contract Gap Risk

Question: The current contract ends around 16/8/2026. The new contract needs Board and supervisory authority ratification before it enters into force. What is the expected timeline from bid submission to contract entry into force? What is the Authority's contingency plan if ratification is not complete before 16/8/2026?

Authority's response: The legacy system remains the Authority's responsibility to a single cut-over (no parallel run), so continuity is assured. Per Addendum No. 1, the contractor commences within 60 days of contract approval and delivers the system within one year of the contract's entry into force.

Q28. Technical Annex 1 — Staging Environment

Question: The migration plan requires at least two rehearsal runs in a staging environment before go-live. Can the staging environment share physical hardware with production (on separate logical partitions), or must it be on completely separate dedicated hardware? If separate hardware is required, is this included in the all-inclusive contractor pricing?

Authority's response: At least two rehearsal runs are required in a PRE-PROD/staging environment; the bidder may propose shared logical partitions or dedicated hardware as long as it covers what is requested in the RFP, included within all-inclusive pricing.

E. Integrations & Third Parties

Q29. Technical Annex 1 — Government APIs

Question: The spec requires real-time integrations with DGGS, Ministry of Finance, Customs, Civil Registry, AFIS, insurance companies, inspection centers, notaries, commercial registry, Ministry of Social Affairs, Rokhas Nakel, and judicial registries. For each, please confirm: (a) does a functional API currently exist; (b) who is responsible for making it available; (c) will the contractor be penalized for delays caused entirely by the third party's non-readiness?

Authority's response: All integrations required to make the platform fully online are the contractor's responsibility at no additional cost; the contractor defines the standardized API and the Authority facilitates onboarding. Where a delay is caused solely and demonstrably by a third party's API non-readiness, outside the contractor's control, the affected milestone is treated as an excusable delay on the contractor's documented written notice; the contractor must still complete its side and integrate once the third party is ready.

Q30. Technical Annex 1 — Insurance Verification

Question: Does a centralized insurance verification hub exist (managed by ACAL or another body) offering a single API endpoint? Or must the contractor build separate integrations with each licensed insurer? How many licensed insurers currently provide electronic policy data?

Authority's response: The contractor establishes the insurance-verification integration within the all-inclusive scope (standardized API; Authority facilitates onboarding); the count of participating insurers is operational and confirmed at the discovery phase.

Q31. Art. 19 — Subcontracting Approval

Question: Can the contractor pre-identify all anticipated subcontractors in the technical offer and receive conditional pre-approval during bid evaluation? For post-award subcontracting requests: (a) how many days does the Authority have to respond; (b) is there a deemed-approval if no response is received; (c) can the contractor proceed while approval is pending if delays risk missing contract milestones?

Authority's response: Subcontracting is governed by Article 19: the contractor may subcontract parts of the contract with the Authority's prior written approval; it may not assign the whole contract to another party; and subcontracting does not change the contractor's responsibility. The authority will respond the soonest possible with no unjustified delay. Bidders are referred to Article 19.

Q32. Technical Annex 1 — Plate Contractor Coordination

Question: License plates are procured under a separate RFP. The Systems Integrator must build the Plate Contractor Portal. (a) When is the plate contract expected to be awarded relative to this RFP? (b) Will the plate contractor's interface requirements be available before this contract is signed? (c) Who resolves technical disputes between the two contractors?

Authority's response: Licence plates are procured under a separate RFP; the Systems Integrator owns the digital integration and builds the Plate Contractor Portal. The Authority coordinates the plate-award timeline and interface specifications and resolves inter-contractor disputes.

F. Smart Credentials & Physical Goods

Q33. Art. 11 Special Conditions — Press Proof

Question: Is physical attendance of the Authority's 3-person delegation at the card manufacturer's factory always mandatory regardless of where the factory is located? Or can the press proof be done remotely with samples sent to Lebanon? If re-proofing is needed after rejection, does the contractor pay all travel costs again?

Authority's response: Per Article 32, a press proof applies: the contractor arranges the visit and enables three (3) Authority employees to attend the press proof at the manufacturer's factory in person and verify the first trial batch against the technical and security specifications; any non-conformity is corrected before mass production is authorized. All related travel costs, including any re-proofing, are the contractor's obligation.

Q34. Art. 14 Special Conditions — Cards During Transition

Question: During the transition period (from ~16/8/2026 to new system acceptance), the legacy system still issues DL and VR cards. Who supplies these cards — the current contractor from existing stock, or the new contractor? If the new contractor must supply cards compatible with the legacy system, are these covered under the new contract's goods pricing or are they a separate obligation?

Authority's response: This premise no longer applies: under Addendum No. 1 the legacy-compatible transition-cards obligation is removed and the contractor does not maintain the legacy system.

Q35. Art. 29 & Price Table — Performance Bond Calculation

Question: The performance bond is 7% of (declared goods value + CARC × 5). The goods value is based on 1,000,000 units per item in the price table, but the Authority has no minimum order obligation. Is the 'declared goods value' for bond purposes calculated on the full 1M unit table value, or only on the first mandatory delivery batch (200,000 DL + 200,000 VR cards)?

Authority's response: The Reference Value is the declared goods value + (CARC × 5), and the performance bond is 7% of it.

G. Legal, Contractual & Governance

Q36. Art. 28 — Contract Ratification

Question: Who is the competent authority (المرجع الصالح) who signs and ratifies this contract — the Authority's Board of Directors, the Minister of Interior, or another body? How long does full ratification typically take? Is it expected to be completed within the 120-day bid validity period?

Authority's response: The contract is ratified by the competent authority (مجلس الإدارة وسلطة الوصاية — the Board of Directors and the tutelage authority) per Law 244/2021; offer/bid-bond validity is 120 days (Addendum No. 3).

Q37. Art. 29 General Conditions — Cure Period

Question: The cure period for default is 'between 5 and 15 days.' Who decides the exact number of days and based on what criteria? For complex technical failures that require hardware procurement or third-party vendor involvement, is there any guaranteed minimum cure period?

Authority's response: Per GC Article 29, after a formal notice the cure period is between 5 (minimum) and 15 (maximum) days, at the Authority's discretion; for complex defaults the Authority exercises its discretion toward the upper bound. A default declaration requires a reasoned decision and Public Procurement Authority approval.

Q38. Art. 19 & Art. 21 General Conditions — Insurance

Question: The required insurance is described as a joint policy covering the Authority, contractor, and beneficiaries at 10% of the contract reference value. (a) Can this be multiple complementary policies totaling the required coverage, or must it be a single policy? (b) What perils must be explicitly covered — specifically war/armed conflict, terrorism, earthquake, flooding, and industrial explosion? These carry major premium implications and must be confirmed.

Authority's response: Insurance equals 10% of the Reference Value, and the perils are those set out in Article 21.

Q39. Art. 17 General Conditions — IP for Third-Party Components

Question: Article 17 transfers copyright of all contractor-provided materials to the Authority. The spec also requires source code delivery. For third-party commercial software, open-source libraries, and hardware SDK components the contractor does not own: (a) how does IP ownership apply; (b) does source code delivery apply only to custom-developed code or all embedded components?

Authority's response: Per Article 17, the Authority owns the intellectual property in the materials and deliverables produced under the contract, and the contractor delivers the source code of the custom-developed components. For third-party commercial, open-source, or SDK components the contractor does not own, it provides the required licences and secures a minimum of ten years' technical support, placing the source code in escrow where applicable. This applies as set out in the RFP.

Q40. Art. 9 General Conditions — Dispute Resolution

Question: The dossier excludes arbitration and directs disputes to Lebanese courts only, which can take years. Is there any provision for: (a) an expedited mechanism for urgent technical disputes blocking system acceptance or payment; (b) independent technical expert determination for purely technical disputes; (c) interim measures to prevent irreparable harm while court proceedings are pending?

Authority's response: Disputes are referred to the competent Lebanese courts (Article 9); it is for the court to appoint qualified experts when needed.

Q41. Art. 33 General Conditions — Exclusivity Prohibition

Question: Article 33 prohibits exclusive agreements with suppliers that restrict the Authority's right to contact them directly. Many hardware manufacturers require channel partners to sign agreements containing non-circumvention clauses. Will the Authority accept a specific 'direct access right' clause added to supplier agreements as satisfying this requirement?

Authority's response: Article 33 prohibits exclusive supplier agreements that restrict the Authority's direct access. The Authority accepts supplier agreements that include an explicit clause preserving the Authority's right to deal with the supplier directly for any project purpose; the contractor discloses such agreements.

Q42. Art. 28 & Law 244/2021 — SPV/Project Company

Question: Article 1 of the General Conditions defines the contractor as 'the bidder whose offer was accepted, or any company specifically established by that bidder to execute the RFP.' Can the winning bidder establish a Lebanese Special Purpose Vehicle (SPV) to sign and execute the contract? If yes, do the original bidder's qualifications (ISO 27001, similar projects, financial capacity) transfer to the SPV?

is the successful bidder whose bid is (الملتزم) Authority's response: The contractor accepted by the Authority. Accordingly, the procurement contract is concluded with, and enters into force in favour of, that successful bidder. Although Lebanese Public Procurement Law does not, in principle, prohibit the subsequent incorporation of a project company for the implementation of the contract where permitted by the procurement documents or approved by the contracting authority, the present procurement does not provide for such an arrangement. Under Article 1, the establishment of a separate project company is therefore not permitted unless expressly requested by the Authority or approved by it in writing in advance. Absent such request or approval, the successful bidder shall remain the sole contracting party and shall .perform all contractual obligations in its own name and at its own responsibility

H. Operational, Staffing & Premises

Q43. Art. 34 General Conditions — 90% Lebanese Nationality

Question: Article 34 requires at least 90% Lebanese nationality per center. (a) Does this apply from day one including the development phase, or only from go-live? (b) Is there a waiver for senior specialist roles (smart card security, PKI architects, AFIS engineers) where qualified Lebanese staff are not available in the market?

Authority's response: Article 34 requires at least 90% Lebanese staff per centre, .No waiver is provided .(نفاذ العقد) applicable from the contract's entry into force

Q44. Art. 33-6 General Conditions — Supervisor Office

Question: Article 33-6 requires the contractor to provide a suitable office for the Authority supervisor/consultant with 'all operational supplies.' (a) Is this required at every branch or only the main building? (b) What are the minimum area and fit-out standards? (c) Are the ongoing running costs of this office included in the all-inclusive PSF pricing?

Authority's response: Article 33-6 requires the contractor to provide one suitable, equipped office for the Authority's supervisor/consultant at the main building, with all operational supplies and running costs within the all-inclusive price.

Q45. Activity Schedule Item 1 — Authority-Provided Offices

Question: The activity schedule mentions offices 'provided by the Authority' that remain dedicated to maintenance and development and are excluded from the end-of-contract handover. (a) Which specific offices are these? (b) Where are they located? (c) Are they available to the new contractor from day one?

Authority's response: The Authority will provide the office space needed for the contractor's maintenance and development team within its premises; the specifics (location and availability) are confirmed with the awarded contractor at the discovery phase.

Q46. Art. 34 General Conditions — Existing Staff

Question: The current contractor employs Lebanese staff working at TMO centers. When the new contract starts, service continuity is required. Is the new contractor expected or required to offer employment to existing TMO system operator staff? Could any Lebanese Labor Law provisions automatically transfer these employees to the new contractor?

Authority's response: Greenfield: the contractor staffs the new platform per its own plan; there is no automatic obligation to employ current-operator staff.

I. Procurement Process & Evaluation

Q47. Art. 6 — Site Visit Completed — Written Documentation Required

Question: The mandatory site visits have been completed. During the visits, bidders were not provided with written documentation, access to server rooms or technical areas, photographs, equipment lists, or technical specifications. Article 6 requires bidders to inspect the existing environment and verify usability in order to prepare accurate offers. Please confirm whether the Authority will issue a formal written clarification or addendum consolidating the site information and technical details that bidders may rely on for pricing and compliance. If not, please confirm whether the submission deadline will be extended so that bidders are not required to price material assumptions without written supporting information.

Authority's response: Site information for the new Greenfield solution is provided to the awarded contractor at the discovery phase; the bid deadline has already been extended to 15/7/2026 (Addendum No. 1).

Q48. Art. 3 — Bank Guarantee

Question: The bid bond must be from 'a bank accepted by BdL.' Is a guarantee from a first-class international bank (rated A or above by Moody's/S&P) with a Lebanese correspondent counter-guarantee accepted? Is a cash deposit in Fresh USD directly to the Authority an equally valid alternative?

Authority's response: The bid bond is lodged either as cash (Fresh USD) to the Authority's fund, or as an irrevocable on-demand bank guarantee issued by a bank accepted by Banque du Liban. The RFP makes no provision for a counter-guarantee — the instrument lodged must itself be issued by a bank accepted by Banque du Liban; cash is an accepted alternative.

Q49. Art. 4, Clause 5 — Consultant Conflict of Interest

Question: Article 4 disqualifies bidders who prepared the specifications or worked for a company that did so within the past 2 years. Who prepared Technical Annex 1? Was an external consultant involved? If so, please identify them so bidders can assess whether they are disqualified.

Authority's response: Each bidder is responsible for declaring any conflict of interest under Article 4 and the Integrity Declaration. Each bidder knows whether it — or any party it works with — took part in preparing the specifications; assessing those declarations and any resulting disqualification is the Authority's responsibility.

Q50. Art. 23 — Evaluation Committee

Question: Has the evaluation committee been formally constituted? Will the Authority disclose the names and qualifications of committee members and any technical expert advisors before bid submission? Is there a formal mechanism for bidders to declare a conflict of interest with any named committee member?

Authority's response: The evaluation committee is constituted per Article 23; members' names and qualifications are not disclosed before award.

J. Staff Qualifications & Team Management

Q51. Art. 33 & Evaluation Criterion — Key Personnel (8 pts)

Question: The evaluation scores key personnel CVs for 8 points but defines no minimum qualifications per role. Please specify: (a) which roles must CVs be submitted for; (b) minimum years of experience, education level, and certifications required per role; (c) must proposed key staff remain in their roles for the full contract duration?

Authority's response: Key personnel are assessed under the RFP's technical evaluation criteria; the RFP does not set separate per-role minimum qualifications. Proposed key staff must remain at least through Go-Live, save for circumstances beyond the contractor's control (e.g., illness, force majeure); after Go-Live, any replacement must hold an equivalent CV and be approved by the Authority in advance.

Q52. Arts. 34 & 35 — Staff Replacement Period

Question: The dossier gives the Authority the right to request staff removal but sets no maximum time to fill the vacancy. (a) What is the maximum time to replace a key personnel role; (b) what is the maximum time to replace the designated on-site officer under Article 35; (c) must the replacement's credentials be submitted for Authority approval before they start?

Authority's response: No maximum replacement time is fixed in the RFP. The Authority may request the contractor to replace any employee (Art. 33) where it finds professional incompetence, involvement in corruption, or misconduct; replacements are subject to the Authority's approval.

Q53. Art. 35 & Activity Schedule Item 1 — Minimum Team Size

Question: Article 35 only mandates one designated officer at all times. No minimum team size is specified. What is the minimum required team composition for: (a) the development phase (contract start to ~August 2026); (b) the Greenfield build phase; (c) the live operational phase? What is the minimum headcount per site per shift once the system is live?

Authority's response: Article 35 mandates at least one designated officer at all times; no minimum team size is fixed — the bidder proposes the team per phase.

Q54. Art. 34 — Authority-Requested Removal Process

Question: Article 34 lets the Authority request removal of any employee for any reason. (a) What advance notice must the Authority give the contractor? (b) Can the contractor appeal the removal request? (c) If the person to be removed holds a unique technical competency critical to system continuity, is there a mandatory handover period before the removal takes effect?

Authority's response: Article 34 allows the Authority to request removal of staff. The contractor cannot appeal the removal request, and there is no mandatory handover period for uniquely critical staff.

K. Physical Security, Insurance & Disasters

Q55. Arts. 12, 21 & 25 — Insurance Coverage for War and Disasters

Question: If an event such as war, armed conflict, civil unrest, earthquake, flooding, or industrial explosion is not commercially insurable in Lebanon or is available only subject to market-standard exclusions or prohibitive premiums: (a) will the Authority accept the maximum available insurance on a commercially reasonable basis; (b) for any uninsured or excluded portion of the risk, will resulting loss or delay be treated under the contract's force majeure or relief provisions rather than as contractor default?

Authority's response: Insurance obligations are governed by Articles 12, 21 and 25; any specific case (including war/disaster perils) is assessed accordingly under those provisions.

Q56. Arts. 12 & 33-4 — Theft on Authority Premises

Question: Article 33-4 puts all equipment protection responsibility on the contractor. But the Authority owns the buildings and controls all physical access systems (entry control, CCTV, guards). If equipment is stolen due to a failure in the Authority's building security: (a) is the contractor still fully liable; (b) must the contractor add its own security inside Authority-controlled spaces at its own cost; (c) does the required insurance cover theft from government premises?

Authority's response: The contractor is responsible for the protection and security of its own equipment (Article 33-4).

L. ISO 27001 & Certifications

Q57. Activity Schedule Item 5 — ISO 27001 Holder

Question: The dossier requires ISO 27001 to be held by 'the bidder or any of its Subcontractors are a separate legal category under Article 1. Does a '.(أعضائه) members subcontractor's ISO 27001 satisfy this requirement, or must it be held by the bidder itself or a named consortium partner? If a cybersecurity firm holds ISO 27001 only as a ?subcontractor, is that acceptable

Authority's response: ISO 27001 must be held by the bidder itself, or by a named consortium member — not by a subcontractor. Under Article 19, the contractor may subcontract only parts of the contract with the Authority's prior approval and may not assign the whole contract to another party; the bidder cannot rely on a subcontractor for this core qualification. Bidders are referred to Article 19.

Q58. Activity Schedule Item 5 — ISO 27001 Scope

Question: The certificate must show 'scope and covered sites.' A certificate issued for operations outside Lebanon does not automatically cover Lebanese operations. (a) Must Lebanese or project-specific operations be within the certified scope at bid submission, or is a corporate-level certificate covering other jurisdictions acceptable? (b) Can a bidder submit a binding commitment to extend the certificate scope to Lebanon before contract signature?

Authority's response: Per Activity Schedule Item 5, ISO 27001 must be held by the bidder or one of its members, with the certificate stating its scope and covered sites. The requirement applies as set out in the RFP; each bidder must ensure its certificate satisfies it, and the evaluation committee assesses each certificate against this requirement. No documents or conditions beyond the RFP are added.