



**EASTERN CARIBBEAN TELECOMMUNICATIONS AUTHORITY
(ECTEL)**

REQUEST FOR PROPOSAL

**Title of Consulting Services: *Review the Spectrum Management
Framework and Fees
for the ECTEL Contracting States***

Dated: 07 March 2025

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Section 1. Letter of Invitation

Gros Islet, Saint Lucia

March 7, 2025

Dear Consultant,

The Eastern Caribbean Telecommunications Authority (ECTEL) invites proposals to provide the following consultancy services: ***Review of the Spectrum Management Framework and Spectrum Fees for the ECTEL Contracting States.***

Proposals must be submitted electronically by email in PDF format and addressed to the Managing Director of ECTEL at the following email address: procurement@ectel.int. Responses must be received by 4:30p.m. AST on April 15, **2025**.

A Consultant will be selected based on the quality and cost of the proposal described in this Request for Proposal (RFP).

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Yours sincerely,



.....
(for) Managing Director

Section 2. Instructions to Consultants

1. Introduction
 - 1.1 ECTEL will select a Consultant (the Consultant) from those submitting proposals in response to the Request for Proposal (RFP).
 - 1.2 Consultants are invited to submit a proposal composed of a Simplified Technical Proposal and a Financial Proposal for the consulting services. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. ECTEL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without incurring any liability to the Consultants.
- Conflict of Interest
 - 1.4 ECTEL requires that Consultants provide professional, objective, and impartial advice, and at all times hold ECTEL's interests paramount; strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.4.1 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of ECTEL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the Contract.
- Only one Proposal
 - 1.5 Consultants must only submit one (1) proposal. If a Consultant submits or participates in more than one (1) proposal, such proposals shall be disqualified.
- Proposal Validity
 - 1.6 Consultants' proposals must remain valid for sixty (60) days after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. ECTEL will endeavour to complete negotiations within this period. Should the need arise, however, ECTEL may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall either confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for the contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposals.

Section 2. Instructions to Consultants

2. Clarification and Amendment of RFP Documents
- 2.1 Consultants may request a clarification of any of the RFP documents up to five (5) days before the proposal submission date. Any request for clarification must be sent in writing, by standard electronic means to The Managing Director of ECTEL at procurement@ectel.int. ECTEL will post a response to the website without identifying the source of the inquiry. Should ECTEL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure outlined in paragraph 2.2.
- 2.2 At any time before the submission of proposals, ECTEL may amend the RFP by issuing an addendum in writing, by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their proposals, ECTEL may, if the amendment is substantial, extend the deadline for the submission of proposals.
3. Preparations of Proposals
- 3.1 The Proposals (see paragraph 1.2), as well as all related correspondence exchange by the Consultants and ECTEL, shall be written in the English language.
- 3.2 In preparing their proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- Technical Proposal Format and Content
- 3.3 The Simplified Technical Proposal shall provide a brief description of the approach, methodology and work plan for performing the assignment and it should include the curriculum vitae of the proposed staff who will undertake the assignment. The Technical Proposal shall be submitted using the forms attached in Section 3.
- 3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- Financial Proposals
- 3.5 The Financial Proposal shall be prepared using the Standard Forms attached in Section 4. It shall list all costs associated with the assignment, including (a) remuneration for staff and (b) reimbursable expenses. If appropriate, these costs should be broken by activity, and if appropriate, into foreign and local expenditures. All activities in the Technical Proposal shall be assumed to be included in the final prices of the Financial Proposal

Section 2. Instructions to Consultants

- Taxes
- 3.6 The Consultant may be subject to local taxes (Such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by ECTEL under the Contract.
- 3.7 Consultants must express the price of their services inclusive of all taxes in Eastern Caribbean Dollars.
4. Submission, Receipt, and Opening of Proposals
- 4.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorised representative of the Consultants shall initial all pages of the original Technical and Financial Proposals.
- 4.3 Prepare your Technical Proposal in PDF format. The document should be clearly marked as "TECHNICAL PROPOSAL" and include the name of the Consultant and assignment title. Prepare your Financial Proposal in a separate PDF document. This document should be clearly marked as "FINANCIAL PROPOSAL" and include the name of the Consultant as well as the assignment title. The Financial Proposal must also have a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 4.4 Submit the Technical Proposal and Financial Proposal as separate emails. The subject line for the email containing the Technical Proposal should read: "TECHNICAL PROPOSAL - [Consultant's Name] - [Assignment Title]." The subject line for the email containing the Financial Proposal should read: "FINANCIAL PROPOSAL - [Consultant's Name] - [Assignment Title] - DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 4.5 Failure to submit the proposals in the required format may result in the rejection of your submission. The Proposals must be received by ECTEL electronically no later than xx March 2025, at 4:30 p.m. AST at the following email address: procurement@ectel.int. Any proposal received by ECTEL after the deadline for submission shall remain unopened.

Section 2. Instructions to Consultants

A Consultant may withdraw its proposal at any time after the proposal's submission, provided that signed written notice of the withdrawal is received by ECTEL prior to the closing date.

No proposal may be modified after the closing date for submission of proposals, unless ECTEL has issued an amendment to the RFP.

5. Proposal Evaluation

- 5.1 From the time the proposals are opened to the time the Contract is awarded, Consultants should not contact ECTEL on any matter related to their proposal. Any effort by Consultants to influence ECTEL in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified below. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score of seventy- five (75) points.

Criteria, sub-criteria, and point system for the evaluation of full Technical Proposals are:

	Points
(i) Specific experience of the Consultants relevant to the assignment	10
Total points for criterion (i):	10
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Technical Approach and methodology	30
b) Work plan	15
c) Organisation and Staff	5
Total Points for criterion (ii)	50

Section 2. Instructions to Consultants

(iii) Key professional staff qualifications and competence for the assignment:	
a) Qualifications relevant to the job	10
b) Experience and expertise	20
c) Knowledge transfer/training skills	5
Total points for criterion (iii):	35

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications	30%
2) Adequacy for the assignment	60%
3) Experience in the Caribbean region	10%
Total weight	100%

(iv) Value added Services	5
Total Points for the four criteria	10

Opening and Evaluation of Financial Proposals

- 5.3 After the technical evaluation is completed, ECTEL shall inform the Consultants who have submitted proposals, of the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals (a) did not meet the minimum qualifying mark, or (b) were considered non-responsive to the RFP and TOR that their Financial Proposals will be returned unopened after completing the selection process.

The Financial Proposals of the Consultants who met the minimum qualifying mark shall be opened and the total price recorded. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of a discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.

- 5.4 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100. The financial scores of the other Financial Proposals will be computed as follows:

The formula for determining the financial scores is the following:

$Sf = 100 \times Fm/f$, in which Sf is the financial score, FM is the lowest price and F is the price of the proposal under consideration

The weights given to the Technical and Financial Proposals are:

$$T = 0.8, \text{ and}$$
$$P = 0.2$$

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.8; P = the weight given to the Financial Proposal = 0.2; (T + P = 1). $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held on a date to be agreed to by ECTEL and the selected Consultant. The Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in ECTEL proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical Negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organisation and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. ECTEL and the Consultant will finalise the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from ECTEL to ensure satisfactory implementation of the assignment. ECTEL shall prepare minutes of negotiations, which will be signed by ECTEL and the Consultant.

Financial Negotiations

- 6.3 Negotiations will be held on a date to be agreed to by ECTEL and the selected Consultant. The Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in ECTEL proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Section 2. Instructions to Consultants

Availability of Professional staff/experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, ECTEL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, ECTEL will require assurances that the Professional staff will be available. ECTEL will not consider substitutions during contract negotiations, unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period specified in the letter of invitation to negotiate.

Conclusion of the Negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations ECTEL and the Consultant will initial the agree Contract. If negotiations fail, ECTEL will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. Award of Contract

7.1 After completing negotiations, ECTEL shall award the contract to the selected Consultant and promptly notify all Consultants who submitted proposals.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals, or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process, may result in the rejection of its proposal

Section 3. Simplified Technical Proposal – Standard Forms

Section 3. Simplified Technical Proposal – Standard Forms

- | | |
|--------|--|
| TECH-1 | Technical Proposal Submission Form |
| TECH-2 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client |
| TECH-3 | Description of the Approach, Methodology and Work Plan for Performing the Assignment |
| TECH-4 | Curriculum Vitae (CV) for Proposed Professional Staff/Consultant |
| TECH-5 | Work Schedule |

Section 3. Simplified Technical Proposal – Standard Forms

FORM TECH-1 TECHNICAL Proposal Submission Form

[Location, Date]

To:
Managing Director
Eastern Caribbean Telecommunications Authority (ECTEL)
Level 5, Baywalk Mall
P. O. Box BW395 Gros
Islet, LC01 601 Saint Lucia

Dear Sir,

We, the undersigned, offer to provide the consulting services for a **Review of the Spectrum Management Framework and Spectrum Fees for the ECTEL Contracting States** in accordance with your Request for Proposal dated xx February 2025 and our Proposal. We are hereby submitting our Proposal, which includes a Technical Proposal and a Financial Proposal, in separate emails.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of our Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than [Insert Date.]

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

Yours sincerely,

Authorised Signature

(In full and initials)

Name and Title of Signatory:

Name of Firm:

Email Address:

FORM TECH-2 COMMENTS and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Terms of Reference including administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-3 Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of five (5) pages, inclusive of charts and diagrams) divided into the following chapters:

- *Technical Approach and Methodology*
- *Work Plan*

a) *Technical Approach and Methodology. Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.*

b) *Work Plan. Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-5.]*

FORM TECH-4 Curriculum Vitae (CV) for Proposed Professional Staff

1. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

8. **Countries of Work Experience:** [*List countries where staff has worked in the last five (5) years*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

11. Work Undertaken that Best Illustrates Capability to Handle the Assignment

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks outlined in the Terms of Reference.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorised representative: _____

Section 3. Simplified Technical Proposal – Standard Forms

FORM TECH-5 WORK SCHEDULE

N°	Activity ¹	Weeks ²												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														
5														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals.
- 2 Duration of activities can be indicated in the form of a bar chart.

Section 4. Simplified Financial Proposal – Standard Forms

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Breakdown of Costs

FORM FIN-1 FINANCIAL Proposal Submission Form

[Location],

[Date]

**Managing Director
Eastern Caribbean Telecommunications Authority
(ECTEL) Level 5, Baywalk Mall
P. O. Box BW395
Gros Islet,
LC01 601
Saint Lucia**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for a **Review of the Spectrum Management Framework and Fees for the ECTEL Contracting States** in accordance with your Request for Proposal dated February xx 2025 and our Technical Proposal.

Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures¹*]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No Commissions and gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

Yours sincerely,

Authorised Signature

(In full and initials)

Name and Title of Signatory:

Name of Firm:

Email Address:

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

Section 4. Simplified Financial Proposal – Standard Forms

FORM FIN-2 Breakdown of Costs

Item	Quantity	Unit	Unit Cost	Total
Remuneration				
Reimbursable Expenses				
Total costs of Financial Proposal				

Costs included in Financial Proposal should be clearly stated in **Eastern Caribbean Dollars**.

Section 5. Terms of Reference

Review of the Spectrum Management Framework and Spectrum Fees for the ECTEL Contracting States

Background

The Eastern Caribbean Telecommunications Authority (ECTEL) is an international organisation, established by Treaty ('Treaty') signed in St. George's, Grenada on 4th May 2000 and amended by Protocol Amendment on 5th December 2019, by the Governments of five (5) Eastern Caribbean Contracting States, namely; the Commonwealth of Dominica, Grenada, St. Kitts and Nevis, Saint Lucia, and St. Vincent and the Grenadines. ECTEL is an independent, regional regulatory body for the purpose of regulating electronic communications in the Contracting States. The Treaty has been incorporated into domestic law in each of the Contracting States, either being embedded in the Telecommunications Act or as a stand-alone Eastern Caribbean Telecommunications Authority Act (in the case of the Commonwealth of Dominica).

The primary purposes of ECTEL are, inter alia, to; promote market liberalisation, a universal service, fair pricing, fair competition practices, the introduction of advanced electronic communications technologies, and an increased range of services in the Contracting States. In accordance with its mandate under the Treaty, ECTEL works to harmonise electronic communications regulations across the Contracting States, through the promotion of the adoption of rules, processes, standards and policies that have the object of enhancing the quality, accessibility and diversity of electronic communications services, available throughout the Eastern Caribbean region.

As a consequence, ECTEL is charged with the responsibility to collaborate with and provide strategic advice to a National Telecommunications Regulatory Commission (NTRC) based in each Contracting State. Each NTRC is established by a Telecommunications Act enacted in each Contracting State, and working together with ECTEL, is charged with the responsibility to regulate all aspects of telecommunications sector of each Contracting State.

The ECTEL Contracting States share a harmonised regulatory framework for the management of the electronic communications/telecommunications sector and are currently in the process of transitioning from the Telecommunications Acts and regulations to a new Electronic

Section 5. Terms of Reference

Communications legislative framework. The harmonised regulatory framework in the ECTEL Contracting States provides a suite of regulations that govern aspects of the electronic communications/telecommunications sector, from providing access to telecommunications facilities, to the management of the universal service fund.

The harmonised regulatory framework establishes technical regulations, setting technical standards for the electronic communications sector, and ensuring compatibility with international best practices and standards.

INTRODUCTION

Radio Frequency Spectrum (RFS) is a scarce resource and ECTEL is responsible for managing this resource across all Contracting States. Under Article 5.1 (b) of the Treaty, ECTEL is to prepare and maintain a harmonised regional radio frequency spectrum plan for the five (5) ECTEL Contracting States. Further, ECTEL advises the NTRCs on the allocation and assignment of the radio frequency spectrum resource, to meet the demands of existing and emerging electronic communications technologies and services.

The ECTEL Regional Spectrum Management Plan divides the radio frequency spectrum into various frequency bands and designates the general purposes for which the bands can be used. The ECTEL Regional Spectrum Management Plan was first published in June 2006 and was last updated in August 2022.

Currently, the fees charged from the assignment and use of Radio Frequency Spectrum is the main revenue source for ECTEL and the NTRCs. ECTEL recommends frequency spectrum fees to the respective electronic communications Ministers of the five (5) Contracting States which are prescribed in Telecommunications (Fees) Regulations. The Telecommunications (Fees) Regulations were amended and came into force around 2014, however the fee structure has not been significantly revised since the establishment of ECTEL some twenty-four (24) years ago, while the costs of regulating the sector has steadily increased.

SCOPE OF THE SPECTRUM PRICING REVIEW

ECTEL is seeking a consultant to undertake a comprehensive review of its Frequency Authorisation Fees (Radio Frequency Spectrum - RFS) fees which are prescribed in schedule 3 of the Telecommunications (Fees) Regulations of the Contracting States. This review must

Section 5. Terms of Reference

be guided by the relevant provisions in the Electronic Communications Bill/Act that is currently being implemented in the Contracting States, the current Telecommunications (Fees) Regulations and the ECTEL Regional Spectrum Management Plan ('RSP'). Additionally, the review must incorporate the relevant recommendations from the current review of the Strategic Plan.

The RSP sets out regulatory, technical, financial and geographical elements which ought to be given due consideration during the Radio Frequency Spectrum (RFS) pricing review. The Consultant is required to ensure all advice, suggestions and recommendations rendered are in alignment with ECTELs Strategic Objectives unless very strong reasons can be shown to do otherwise. Having said this the review is meant to be forward looking providing ECTEL a solid foundation for the next five (5) to ten (10) years. The scope of each element is defined below.

Benchmarking

The consultant is required to benchmark ECTEL's spectrum fee structure (schedule 3 of the Telecommunications (Fees) Regulations) against the spectrum fee structures of countries with similar economies, geographies and/or demographics and provide a comparative analysis of spectrum fees. In this regard the Consultant must:

1. Evaluate the fees set for spectrum by ECTEL;
2. Recommend an appropriate strategy and mechanism for pricing spectrum;
3. State which of the current fee levels for spectrum are appropriate and which fees need to be modified;
4. Identify critical issues which may need to be addressed;
5. Suggest industry leading practices with elements that may be beneficial to and can be implemented by are specific to the ECTEL Contracting States; and
6. Recommend and provide justification for any other fee structure aside from Frequency Authorisation (Spectrum) Fees that may be used in the future.

Regulatory

The Consultant's advice, suggestions and recommendations must take into account ECTEL's objectives, as specified in the Treaty, which aims to advance and facilitate the development and access to electronic communications services in ECTEL Contracting States whilst

supporting the Governments of the Contracting States in fulfilling their social and economic policy objectives of obtaining maximum benefit from the use of the radio spectrum resources in their respective countries. Of necessity the Consultant needs to ensure that recommendations are compliant with the various Telecommunications Acts in force in the five contracting states while being ready to take advantage of the new Electronics Communications Acts already passed in three (3) of the five (5) Contracting States.

Technical

The Consultant will recommend a pricing strategy that will include a pricing matrix assessing various pricing mechanisms including premium pricing, value pricing, geographical pricing, administrative cost recovery pricing and administrative incentive pricing. ECTEL's aim is to set prices at an appropriate level to generate sufficient price pressure demand, promote competition and drive innovation while facilitating a balance of its purpose and objectives outlined in the Treaty. The proposed pricing strategy ought to take into account:

1. Technical issues such as the allocation of frequencies in the Frequency Allocation Table (FAT), propagation characteristics of radio frequency spectrum, International Mobile Telecommunications 2000 (IMT 2000), IMT-Advanced and IMT-2020 standards for specific bands, legacy and emerging technologies and financial implications of using a particular frequency band to provide electronic communications services;
2. Economic issues such as production and consumption of electronic communications services and their impact on the supply and demand for radio frequency spectrum;
3. Social issues such as the need for universality of services throughout the ECTEL Contracting states and the furtherance of the social and economic development agenda of the governments of the Contracting States;
4. Geographical issues such as the non-contiguous nature of the island Contracting States being spread across the eastern Caribbean Sea and the implementation of a pricing strategy that encourages service providers to make a wider range of high-quality services available throughout the Contracting States; and
5. Demographical issues, such as age distribution, income levels, and education, and how these and similar indicators can be used to segment and define the wireless electronic communications market in the Contracting states. These demographical issues should be used to assess current and future demands for promoting ubiquitous wireless electronic communications services throughout the Contracting States with the

Section 5. Terms of Reference

objectives of ensuring efficient use of the RFS by providers and users of legacy and emerging terrestrial, maritime, aeronautical, extra-terrestrial mobile, satellite and fixed services and technologies.

Financial Scope

In accordance with Article 10 of the ECTEL treaty:

ECTEL's operations are funded by revenues collected in accordance with the Treaty, primarily spectrum funds paid by licensed operators pursuant to frequency authorizations, based on fees prescribed in the Telecommunications Acts of Contracting States, and any other revenues as the Council of Ministers may provide. Funding for each of the five (5) NTRCs is provided for out of the spectrum funds allocated to ECTEL under the Treaty. It is therefore paramount to ensure that the spectrum fees charged account for all administrative and regulatory costs incurred, for the viability and sustainability of the ECTEL system. Since ECTEL's inception twenty-four (24) years ago a comprehensive review of radio frequency spectrum fees has not been attempted. The update of the RSP in August of 2022 did however identify some high value spectrum and reclassified them accordingly. However, the necessary regulatory work to re-price the spectrum has yet to be done.

Geographical Scope

The geographical scope of ECTEL's responsibility, as established by Article 1 of the Treaty, is the five (5) Contracting States. The Consultant is required to give due consideration to the geography of the ECTEL region and suggest a pricing model that could encourage expansion of wireless electronic communications services into under-served areas. Consideration should also be given to the fact that the five islands are non-contiguous and flanked by the territory of Trinidad and Tobago to the south of Grenada while interspersed between the islands are the overseas territories of France, namely Martinique to the north of Saint Lucia, Guadeloupe and Marie Galant to the south of the Commonwealth of Dominica and St Martin/Sint Maarten to the north of St Kitts and Nevis. This unique geographic peculiarity poses a unique challenge towards the allocation and use of frequency spectrum in the ECTEL contracting states.

Future Scope

The electronic communications sector has changed significantly in recent years and emerging technologies are rapidly reshaping the industry. Focus must be given on the RFS requirements to facilitate the growth of the electronic communications sector and to ensure a robust digital

Section 5. Terms of Reference

infrastructure, providing a solid foundation for the region's digital transformation and future-proofing ECTEL and the Contracting States for many years to come. In particular attention must be given to ensuring the following:

1. Determine the availability of 5G/6G spectrum and propose a suitable fee structure;
2. Recommend a suitable licence framework and pricing structure for spectrum for Non-Terrestrial Networks (NTN) applications including satellite (Non-Geostationary Satellite Orbit – NGSOs and Geosynchronous Orbit – GSO), High-Altitude Platform (HAPS), High Altitude Platforms as IMT Base Stations (HIBS) and other cutting-edge systems;
3. Recommend a policy for dealing with spectrum for licence exempt frequency bands including WiFi 6e and WiFi 7; and
4. Provide insight on how artificial intelligence (AI) can be used to assist in regulating the RFS and how it may impact future demand for RFS.

METHODOLOGY

The consultant will be required to: -

1. Undertake a review and analysis of the two legislative framework (Telecommunications Act and Electronic Communications Bill/Act) including their respective regulations, available policies, and documentation such as ECTEL's RSP, the relevant Fees regulations and other applicable documents including recent public consultation documents such as the Amendment to the Telecommunications (Fees) Regulations, paying particular attention to the Public Mobile Telecommunication bands, Broadband Wireless bands, satellite spectrum bands and any other high value spectrum to ensure that the fees applied account for all associated costs and can provide long term sustainability to ECTEL;
2. Conduct interviews and/or consultations with key stakeholders in particular the service providers and network operators; and
3. Use available documentation, information gathered during field visits, virtual meetings, literature review and experience of other regulatory authorities to prepare a Spectrum Management Framework and Pricing Policy with detailed Pricing Schedules and an Implementation Plan for ECTEL.

Estimated Level of Effort and Timing

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The entire assignment is scheduled to be completed within ten (10) months from the date of signing the agreement between ECTEL and the consultant. The Consultant's input is estimated at 200-person days. This information is given as an indication only and the Consultants shall be free to propose their own estimates.

Reporting Requirements

The primary reporting requirements for this Terms of Reference (TOR) will be to the ECTEL Directorate in particular the Director of Technical Services. All reports are to be submitted in electronic formats acceptable to the ECTEL Directorate. Key reporting requirements include the following:

- A. An Inception Report. This report is to include the Work Plan for the assignment based on initial meetings and consultations with ECTEL Staff;
- B. A Draft Final Report. This report will be presented in draft form and should include:
 1. a description of activities and tasks undertaken during the assignment;
 2. any recommendations for follow-up activities related to the assignment;
 3. the main findings from consultations, meetings and presentations undertaken during the assignment and the circumstances that impacted positively and negatively on the conduct of the assignment;
 4. Draft ECTEL Spectrum Management Framework and Pricing Policy; and
 5. Recommended prices for spectrum.
- C. A Final Report. This report will be incorporate the consultant response to any issues raised by ECTEL on the draft Final Report.

Deliverables

The Consultant shall liaise with ECTEL to provide guidance and support including preparation of the following documents for consideration by the Directorate.

1. Inception Report to include:
 - a work plan that allows time for ECTEL's regulatory staff to review and respond to submissions.
 - preliminary identification and assessment of issues, risks, and proposed solutions and recommendations;

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2. A draft Consultation Document to include a draft policy statement on the revised ECTEL Spectrum Management and Pricing Policy, with accompanying explanatory notes and proposed pricing structures;
3. A final Consultation Document which includes the consultants amendments based on comments from ECTEL.
4. An implementation plan detailing how and within what timeframe the recommendations can be implemented.
5. A Determination document to include responses to comments from the consultation process, taking into account the comments from the consultation process;
- 6.
7. A presentation to Board and Council in person or over live link as and when requested; and
8. A draft Final Report.
9. A Final Report

Responsibilities of ECTEL

- i. ECTEL will provide following support services and facilities without any charge:
 - o facilitate meeting with service providers, the NTRCs, and other stakeholders, as appropriate;
 - o facilitate access to reports, information and data, as appropriate, and in a timely manner; and
 - o provide office space, office furniture, photocopy facilities and local administrative support.
- ii. ECTEL will arrange for access to telephone, internet, and fax facilities when the consultant is operating from its offices; and
- iii. ECTEL will assign at least one member of its Staff to serve as counterpart to the consultant. ECTEL shall ensure that the counterpart staff designated to the consultant for this assignment have the capacity to deal with the issues related to the assignment and are willing and able to learn from the consultant.

Project Time Scales and Deliverables

It is envisaged that the consultant's engagement will continue as outlined in accordance with section ECTEL reserves the right to terminate the engagement at any time, subject to

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payment of outstanding fees and expenses.

ECTEL's intended timeframes related to this RFP and project are as follows:

1. Issuance of RFP March 10, 2025;
2. Deadline date for Receipt of Proposals April 15, 2025;
3. Engagement of Consultant May 14, 2025;
4. Publication of Consultation Document August 29, 2025;
5. Close of Public Consultation Period October 14, 2025
6. Publication of Final Decision February 27, 2026; and
7. Completion of Project March 6, 2026.

The Consultant will provide ECTEL with the following deliverables, at a minimum (though the consultant may propose additional or expanded deliverables in its draft work plan submitted together with its proposal):

1. Inception Report May 28, 2025
2. Recommendations for Pricing Framework July 25, 2025;
3. Input for First Draft Consultation Document August 8, 2025;
4. Input for Final Draft Consultation Document August 23, 2025;
5. Comments on Public Responses to Consultation October 28 2025; and
6. Input to ECTEL Final Decision November 23, 2025.

EVALUATION CRITERIA

Proposals will be evaluated by a committee made up of ECTEL staff (Evaluation Committee).

The Evaluation committee will make recommendation to ECTEL's Board which will make the final decision.

Proposals will be evaluated based on a two-stage process with the technical submission being evaluated first and the financial submissions of qualifying bids that is bids which have achieve the 75% minimum in their technical submissions then being evaluated financially.

Proposal Evaluation

1. From the time the proposals are opened to the time the Contract is awarded, Consultants

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should not contact ECTEL on any matter related to their proposal. Any effort by Consultants to influence ECTEL in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal;

2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded; and
- 3.

Qualifications and Experience of Consultant

- The Principal Consultant and the Firm's relevant knowledge and expertise in the required area;
- The Principal Consultant and the Firm's experience with the valuation of RFS in other jurisdictions with similar characteristics to the ECTEL Contracting states;
- The proposed project plan and adherence to timeframe specified for completion; and
- The technical criteria will be assessed both on a firm, and per individual basis with a focus on the Principal Consultant.

Qualifications

ECTEL seeks the services of a Consultant that satisfies the qualifications outlined below:

1. The Consultant is expected to be an individual or a team of experts with skills and experience in the field of telecommunications regulation, with special emphasis on spectrum management. The key personnel should consist of:
 - i. Specialist in Spectrum Management, with at least a master's degree in engineering (Electrical/Electronics/Telecommunications), Law, Finance, Economics or other related fields.
 - ii. The key personnel should consist of specialist(s) who possess knowledge and demonstrable experience of some or all of the following:
 - Developing Spectrum Management Policies.
 - Development of spectrum pricing policies and frameworks;
 - Emerging spectrum technologies and issues;
 - Global trends in electronic communications;

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- Electronic Communications regulation in the English-Speaking Caribbean;
 - Securing spectrum on behalf of a licenced operator and or working with a licenced operator on spectrum related matters, or regulatory compliance and reporting related to spectrum management; and
 - Cost recovery methodology;
2. Knowledge and experience in the telecommunications sector in developing countries; experience working with licenced operators internationally or in the Caribbean, or knowledge of international best practices in spectrum management issues, including pricing structures relevant to the ECTEL Contracting States would also be an asset.
3. Fluency in both written and spoken English language is essential. Fluency in written and spoken French would be an asset.