

Democratic Socialist Republic of Sri Lanka

**Dehiwala Mount-Lavinia Municipal Council ICT
Infrastructure Development**

Request for Proposals

**Procurement of Local Area Network, Firewall,
Cloud Server with SSL Certificate, VOIP
Communication Infrastructure, Short Message
Service, Internet Leased Line and e-Mail Solution**

**National Competitive Bidding Procedure
(Single Stage Two-Envelope Bidding Process)**

RFP No: DMMC/FN/SUP/ ERP-IT/2022

Municipal Commissioner
Galle Road,
Dehiwala,
Mount Lavinia

Issued on: 25th May 2022

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Acronym

ITB	Instructions to Bidders
BDS	Bidding Data Sheet
GOSL	Government of Sri Lanka
VAT	Value Added Tax
CV	Curriculum Vitae
RFP	Request for Proposals
QCBS	Quality and Cost Based Selection
CBO	Community Based Organization
SLA	Service Level Agreement
UAT	User Acceptance Document
OAT	Operational Acceptance

Section I. Instructions to Bidders

A: General	
1. Scope of Bid	<p>1.1 The Purchaser named in the Bidding Data Sheet (BDS) invites you to submit a Bids for the Procurement of Local Area Network,(LAN) with WI-FI, Firewall, Cloud Server with SSL Certificate, VOIP Communication Infrastructure, Short Message Service management solution , Internet Leased Line and e-Mail Solution which are identified by the municipal council. Dehiwala Mount-Lavinia Municipal Council (DMMC) was established under the Municipal Council Ordinance Number 16 of 1947. The council is operating with several e services. Therefore, the final objective is cost cutting and expects the return of investment plan thought the Enterprise Resource Planning (ERP) System is implemented and some of functions are in progress with limited resources. The municipal council needs to expand the e-services and paperless new technology, minimize the operational cost and also render better services to the public.</p>
2.Source of Funds	GOSL
B: Contents of Bidding Documents	
3. Sections of Bidding Documents	<p>3.1 The documents consist of the Sections indicated below.</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidder (ITB) • Section II. Bidding Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Schedule of Requirements • Section VI. Condition of Contract • Section VII. Contract Forms
4.Clarification of Bidding Document	<p>4.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS.</p>
5. Amendment of Bidding Documents	<p>5.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing an addendum.</p> <p>5.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.</p>

C: Preparation of Bids	
6. Cost of Bidding	6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
7. Documents Comprising the Bid	7.1 The Bid shall comprise the following: (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB 8 (b) Bid Security in accordance with ITB 14
8. Bid submission Form and Price Schedules	8.1 The vendor shall submit the bid Submission Form using the form furnished in Section IV. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 8.2 Alternative offers shall not be considered. The bidder is advised not to quote different options for the same item but furnish the most competitive among the options available to the bidder.
9. Bid Prices and Discounts	9.1 Unless specifically stated in the Data Sheet, all items must be priced separately in the Price Schedules. 9.2 The price to be quoted in the bid Submission Form shall be the total price of the bid, including any discounts offered. 9.3 The applicable VAT shall be indicated separately. 9.4 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.
10. Currency	10.1 The vendors shall quote only in Sri Lanka Rupees.
11. Documents Establishing the Eligibility of the Bidder	11.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
12. Documents Establishing the Conformity of the Goods and Related Services	12.1 The bidder shall furnish as part of its bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, "Technical Proposal & Compliance" 12.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial Responsiveness of the Goods to the technical specifications. 12.3 If stated in the Data Sheet the bidder shall submit a certificate from the manufacturer to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Sri Lanka.

13. Period of Validity of bid	13.1 Bids shall remain valid for the period of ninety-one (91) days. The date specified in the BDS. A Bid that is not valid until the date specified in the BDS, shall be rejected by the Purchaser as nonresponsive.
14. Bid Security	14.1 The Bidder shall furnish as part of its bid, a Bid Security as specified in the BDS.
15. Format and Signing of bid	<p>15.1 The Bidder shall be prepared one copy of the original documents comprising the Technical Proposal and Financial Proposal, shall be marked "ORIGINAL" or "COPY" as appropriate in the separate envelope as follow.</p> <p>15.2 The original of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into a one envelope, sealed and clearly mark it as ORIGINAL. The envelop marked as copy be placed into a separate envelope and both ORIGINAL and COPY shall be placed into an outer envelope. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE.</p> <p>15.3 The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder.</p>
D: Submission and Opening of Bids	
16. Submission of bid	<p>16.1 Bidders submitting their quotations by registered post or by hand, shall enclose the original and the copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" AND "COPY". These envelopes containing the original and the copy shall then be enclosed in one single envelope.</p> <p>16.2 The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 17.1</p> <p>16.3 If the bid is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p> <p>16.4 This single envelop contains "Original & Copy" and has to mention in the left corner clearly as specified in BDS</p>

17. Deadline for Submission of bid	17.1 Bid must be received by the Purchaser at the address set out in BDS and no later than the date and time as specified in the BDS.
18. Late submission bids	18.1 The Purchaser shall reject any bid that arrives after the deadline for submission of bids, in accordance with ITB 17.
19. Opening of Bids	19.1 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored. The bid opening place, address, date and time are specified in the BDS.
E: Evaluation and Comparison of Bids	
20. Clarifications	<p>20.1 To assist in the examination, evaluation and comparison and post qualification of the bidders, the Purchaser may, at his/her discretion, ask any bidder for a clarification of their quotation. Any clarification submitted by a bidder in respect to the bid which is not in response to a request by the Purchaser shall not be considered for the purpose of evaluation.</p> <p>20.2 The Purchaser's request for clarification and the response shall be in writing.</p>
21. Responsiveness of bids	<p>21.1 The Purchaser will determine the responsiveness of the bid to the documents based on the contents of the bid received.</p> <p>21.2 If a bid is evaluated as not substantially responsive to the documents issued, it may be rejected by the Purchaser.</p>
22. Evaluation of Bids	<p>22.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Purchaser on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the Purchaser in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>22.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>22.3 The Purchaser shall use the criteria and methodologies listed in this ITB 22 and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.</p>

<p>22. Evaluation of Bids</p>	<p>Preliminary Examination</p> <p>22.4 The Purchaser shall examine the bids to confirm that all documents and technical documentation have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid shall be rejected.</p> <p>Technical Evaluation</p> <p>22.5 The Purchaser shall evaluate the Technical Proposals applying the evaluation criteria, sub criteria, and point system specified in the BDS. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, or if it fails to achieve the minimum technical score indicated in the BDS.</p> <p>22.6 After the technical evaluation is completed in accordance with paragraph 22.5 above, the Purchaser shall notify those Bidders whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP, that their Financial Proposals will be returned unopened after completing the selection process. The Purchaser shall simultaneously notify in writing Bidders that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.</p> <p>Financial Evaluation</p> <p>22.7 Following the ranking of technical Proposals as described under 23.6 above, the Purchaser will examine the Financial Proposal of the Bidder whether the Financial Proposal is completed. Then the Proposal is checked for arithmetical errors. The reasonability of the in comparison with the supporting documents submitted by the Bidder is examined:</p> <p>Combined Evaluation</p> <p>22.8 In case of QCBS, 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; P = the weight given to the Financial Proposal; T + P = 1) indicated in the BDS.</p> $S = St \times T\% + Sf \times P\%.$ <p>22.9 The Bidder achieving the highest combined technical and financial score will be selected for the contract.</p>
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<p>23. Eligibility and Qualification of the Bidder</p>	<p>23.1 The Purchaser shall determine to its satisfaction whether Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III., Evaluation and Qualification Criteria.</p> <p>23.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder, pursuant to ITB 11, as well as other information the Purchaser deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid and site inspections.</p>
<p>24. Purchaser's right to accept any bid, and to reject any or all bids.</p>	<p>24.1 The purchaser reserves the right to accept or reject any bid, and to annul the process and reject all bids at any time prior to acceptance, without thereby incurring any liability to bidders.</p>
<p>F: Award of Contract</p>	
<p>25. Acceptance of the bid</p>	<p>25.1 The Purchaser shall award the contract to the bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the bidding documents, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.</p>
<p>26. Notification of acceptance</p>	<p>26.1 Prior to the expiration of the period of validity of bid, the Purchaser will notify the successful bidder, in writing, that its RFP has been accepted.</p>
<p>27. Performance Security</p>	<p>27.1 A performance security shall be required.</p> <p>27.2 The supplier shall submit within 90 days of receiving a purchase order a performance security issued by a reputed commercial bank in Sri Lanka for 5% of the total bid price valid up to 28 days beyond the intended completion date. Using for that purpose the Performance Security Form included in Section VII Contract forms.</p>

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Municipal Commissioner, Dehiwala-Mount Lavinia Municipal Council, Dehiwala.
ITB 1.1	The reference no of the RPF is; DMMC/FN/SUP/ ERP-IT/2022 The name of the Contract is; Supply, Installation and Commencing Local Area Network with WI-FI, Firewall, Cloud Server with SSL Certificate, VOIP Communication Infrastructure, Short Message Service and garbage management solution, Internet Leased Line and e-Mail Solution
ITB 2.1	The source of funding is: GOSL
	B. Contents of Bidding Documents
ITB 4.1	For Clarification of bid purposes only, the Purchaser's address is: Attention : Municipal Commissioner Address : Dehiwala-Mount Lavinia Municipal Council, Dehiwala. Telephone : 011-272 1379 / 011 273 8701 Facsimile number: 011-271 7907 Electronic mail address: dmmcsupply@gmail.com revenueedmmc@gmail.com
	C. Preparation of Bids
ITB 13.1	The bid shall be valid until 16th of September 2022.

ITB 14.1	<p>Bid shall include a Bid Security (bond issued by commercial bank registered under the CBSL) included in Section IV Bidding Forms.</p> <p>The amount of the Bid Security Rs.100,000.00 (One Hundred Thousand Only) (One Hundred Thousand Only) shall be paid to the Municipal Commissioner, Dehiwala-Mount Lavinia Municipal Council, Dehiwala. The validity period of the bid security shall be until 16th September , 2022</p>
D. Submission and Opening of Bids	
ITB 16.3	<p>The inner and outer envelopes shall bear the following identification marks:</p> <p>“Supply, Installation and Commencing Local Area Network with WI-FI, Firewall, Cloud Server with SSL Certificate, VOIP Communication Infrastructure, Short Message Service with garbage management solution, Internet Leased Line and e-Mail Solution”</p>
ITB 17.1	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Attention : Municipal Commissioner</p> <p>Address : Municipal Commissioner, Dehiwala-Mount Lavinia Municipal Council, Galle Road, Dehiwala.</p> <p>The deadline for the submission of bids is:</p> <p>Date : 16.06.2022</p> <p>Time : 3.00 PM</p>
ITB 19.1	<p>The bid opening shall take place at:</p> <p>Dehiwala-Mount Lavinia Municipal Council ,Auditorium, 4th Floor, Galle Road, Dehiwala</p> <p>Date : 16.06.2022</p> <p>Time : Soon after the closing of the bids</p>
E. Evaluation and Comparison of Bids	
ITB 22.5	<p>The Purchaser’s evaluation of responsive Bids will take into account scored technical factors, in addition to cost factors.</p> <p>The technical factors (sub-factors) and the corresponding weight out of 100% are;</p>

	S.No	Evaluation Criteria	Weight
	1	Organization Profile with BR under the resisted with Department of the Registrar of Companies	5%
	2	Strengths of Technical Team	10%
	3	Technical Documents	30%
	4	Solution Architecture	35%
	5	Operational /Maintenance Cost	20%
	TOTAL		100%
	Cut off score for technical competence is = 70 and bids scored below this cut off value will not be further considered for evaluation and will be disqualified.		
	The technical and financial proposals scoring methodology is specified in Section III Evaluation and Qualification Criteria.		
Strengths of Technical Team	Technical Team should be included <ol style="list-style-type: none"> 1. Professionals for Servers and Server Network 2. Professionals for products certification 		
Technical Documents	The Technical proposal should be included <ol style="list-style-type: none"> 1. High level architecture diagram 2. Security Architecture 3. Deployment Plan 4. User Manual (if required) 5. Training Plan (if required) 6. Test Plan and reports (if required) 7. Service Level Agreement (SLA) 		

Solution Architecture Document	<ol style="list-style-type: none"> 1. Solution Return of Investment 2. Use the minimum Paperwork 3. performance techniques 4. Minimum cost maintenance strategies 5. Security strength and appliances
Operational/ Maintenance Cost	Minimum operational / Maintenance cost and maintenance mechanism
Other Compulsory requirement	<p>Compulsory Qualifications requirement</p> <ol style="list-style-type: none"> a) The bidder should have at least 3 years' experience in the ICT and industry and product authorize dealer / distributor/ reseller. b) The bidder should have at least 3 years' experience in service or product related implementation c) The bidder should have recruited at least certified 3 professionals in service/product related, with minimum 3-year experience. CV should be attached. d) Minimum two references within last five years previous projects and references on deployments and implementation in the same size of project, services or functions.

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

In addition to the criteria listed in ITB 23, the Quality and Cost Based Selection Method (QCBS) shall be used to evaluate bidding documents. Following steps shall apply:

Technical Evaluation

If in addition to the cost factors, the purchaser has chosen to give weight to important technical factors. The total technical point assigned to each bid formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the BDS.

The weight assigned to technical proposal 70% with 30% given to the Financial Proposal.

Financial Evaluation

The following factors and methods will apply;

All activities and items described in the Technical Proposal must be priced separately;

Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the price of other activities or items.

The lowest evaluated Financial Proposal (FM) will be given the maximum financial score (Sf) of 100 points.

The formula for determining the financial scores is the following;

$$Sf = 100 \times Fm / F$$

Sf = Financial Score

Fm = Lowest Price

F = Price of the proposal under consideration

Combined Evaluation

The Evaluated Bid Score will be calculated for each responsive Bid, using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

Weights given to the Technical Proposal (T) = 0.7

Weights given to the Financial Proposal (P) = 0.3

$$S = St \times T\% + Sf \times P\%$$

St = Technical Score

Sf = Financial Score

S = Evaluated Bid score

The Bid with the best evaluated Bid Score (S) among responsive Bids shall be the Most Advantageous Bid provided Bidder found to be qualified to perform the contract in accordance with ITB 25.

Section IV. Bidding Forms

Table of Forms

1. Bid Submission Form
2. Price Schedule
3. Bid Security
4. Manufacture's Authorization
5. Technical Specification and Compliance.

Bid Submission Form

[Note: the purchaser is required to fill the information marked as "" and delete this note prior to selling of the bidding document]*

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:*[insert date (as day, month and year) of Bid Submission]*
No.:
[insert number of bidding process]

To: *[* insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[* insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid without VAT, including any discounts offered is: *[insert the total bid price in words and figures];*
- (d) The total price of our Bid including VAT, and any discounts offered is: *[insert the total bid price in words and figures];*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 13.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 17.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 27 and CC Clause 1.10 for the due performance of the Contract;
- (g) We have no conflict of interest;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;

- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule

1	2	4	5	6	10
Item No	Description of Goods	Price Rs	Hardware & Licenses	Grand Total Rs	VAT
		<i>[insert price]</i>	<i>[insert price]</i>	<i>[(6) = (4) x (5)]</i>	<i>[insert total VAT of line item]</i>
a)	Supply installation and commencing the Local Area Network (LAN) with WI-FI Network				
b)	Firewall				
c)	Cloud Server with SSL Certificate				
d)	VOIP Communication Infrastructure				
e)	Short Message Service with garbage management solution				
f)	Internet Leased Line				
g)	e-Mail Solution				
	Total Price				

Name of BidderSignature of Bidder

[Insert complete name of Bidder]

[Signature of person signing the Bid]

Date*[Insert date]*

Company

Seal:

Bid Security (Bank Guarantee)

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to selling of the bidding document]

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [insert issuing agency's name, and address of issuing branch or office] -----

***Beneficiary:** The Municipal Commissioner, Dehiwala-Mount Lavinia Municipal Council, Galle Road, Dehiwala,

----- [name and address of Purchaser]

Date: ----- [insert (by issuing agency) date]

BID GUARANTEE No.: ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date](hereinafter called "the Bid") for the supply of [insert name of Supplier] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] ----- [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ----- (insert date)

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. _____

[signature(s) of authorized representative(s)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Technical Specification & Compliance

1. 250 network points with 15 virtual-LAN s (V-LAN) with Wi-Fi and compatible with IP voice transmission. Performance Test report and detail clarification is required
2. Firewall for manage 250 network users with V-LAN security
3. 4 Cores Processor, 16GB memory, 256GB NVME, 1TB storage, 100Mbps guaranteed bandwidth, 1 Gbit/s port, windows 2019 or above, firewall protection , WAF protection, and data communication encryption with SSL certificate (Security bond is required 10million if any data losses or hacking the server)
4. SIP / VOIP solution for 45 phone lines with 15 DID numbers and 5 Fax numbers. 15 IP phones with 30 soft phones and digital PBX solution.
5. SMS gateway with bulk messages, SMS API with GUI, Transactional messages, OPT authentication, Multi language messaging. Outbound dialer, short code with two-way messaging. 100% guaranteed for message delivery with garbage management and tracking solution.
6. 15 Mbps dedicated duplex leased line with static IP block (10)
7. 250 mail boxes with SSL certificate A rich webmail interface optimized for desktops, tablets and phones, mobile interface, integrated instant live messaging system that can be used right from the Web interface or integrated with third-party products like Adium, Pidgin or IM+, Full collaboration and groupware features (shared contacts, calendars, tasks, notes, video conferencing), File storage, Detailed reporting at the mailbox, domain, and system levels, Email and chat archiving, Intrusion detection/prevention, Advanced synchronization with third-party email clients (Apple Mail, Microsoft Outlook, Mozilla Thunderbird, etc.) and mobile devices (Android, BlackBerry, iOS, Windows Phones, etc.), Structured and multi-layered antispam and antivirus tools are included without additional charge, Mx backup ,External Spam gateway to filter incoming and outgoing emails Enterprise antivirus, Server instance level backup, Incoming and outgoing email archiving ,add-ons for Microsoft Exchange ActiveSync, Exchange Web Services including hardware as 4 cores Processor, 8GB ram (guaranteed), 300GB disk space (SSD-boosted), Unlimited traffic and minimum 10Mbps guaranteed bandwidth, Windows 2019 or above, Firewall protection. (Security bond is required 10million if any data losses or hacking the server)

Section V. Schedule of Requirements

Contents

1. Schedule of Requirements
2. Payments Terms and Conditions
3. Annexure (Flow Diagrams)

1. Schedule of Requirements

Item No	Description of Goods	Delivery Date		
		Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
		<i>[the number of days following the date of issuing Purchase Order]</i>	<i>[the number of days following the date of issuing Purchase Order]</i>	<i>[insert the number of days following the date of issuing Purchase Order]</i>
1.	Supply installation and commencing Local Area Network with Wi-Fi	Three weeks	Eight weeks	
2.	Firewall	Three weeks	Eight weeks	
3.	Cloud Server with SSL Certificate	One Week	One Week	
4.	VOIP Communication Infrastructure	Three weeks	Eight weeks	
5.	Short Message Service with garbage management solution	One Week	One Week	
6.	Internet Leased Line	One Week	One Week	
7.	e-Mail Solution	One Week	One Week	

Name of Bidder

Signature of Bidder

[Insert complete name of Bidder]

[Signature of person signing the Bid]

Name of Bidder

Signature of Bidder

[Insert complete name of Bidder]

[Signature of person signing the Bid]

[Insert complete name of Bidder]

Date *[Insert date]*

Company Seal:

2. Payments terms and conditions

1. The bidder has to provide the performance security issued from an acceptable agency and validity till 28 days beyond the intended completion date.
2. There is no upfront payment for any resources
3. Bidder should have to complete and handing over the contract the total payment will be released. (100% in the invoice)
4. The service or equipment's with the manufacture authorization, and with the product warranty , the total payment will be released after complete and handing over the contract. (100% in the invoice)
5. Maintenance fee for second and third years required to mention in the financial proposal separately.
6. To complete the final payment, bidder should have to submit the performance bond the half of total amount of the second- and third-year maintenance fee (2nd year + 3rd year) /2 (Average amount of 2nd and 3rd year maintenance Fee)
7. The hardware cost should be included in the financial proposal
8. Total cost includes all hardware and software and licensing fees
9. Security software cost also included to the financial proposal
10. Training cost also included the financial proposal
11. Penalty charges will be applied for any server or data losses including email services will be Rs. 10 million
12. All documentation includes source code, diagrams, quality check, test reports and other software requirement specification is submitted for total payment
13. Security or/and audit testing report must be submitted before the final implementation if required.

Section VI: Condition of Contract

1. The awarding company should Supply, Install and commencing the services, solution or infrastructure
2. The awarding company shall ensure uninterrupted services such as connectivity and reliability of the backend server /service 24 X 7 and any **downtime each minute penalty charge apply Rs. 10,000 per minute.**
3. With the understanding of the scope, awarding company is required to sign the service level agreement (SLA).
4. Bidder can bid one or many items in the schedule
5. Multiple bids and/or proposals is rejected.
6. The awarding company should agree for the 100% security on the services If any circumstances the servers/services/software application hacked by the third party, will apply the penalty charge including the data recovery cost etc. This would be imposed penalty charge not less than Rs. 10 million
7. The awarding company shall provide the support service for all services including hardware and software.
8. The awarding company is accepted to sign the first-year service and maintenance agreement with performance bond after receiving the final payment. Sign the next two-year service and maintenance agreement based on the procurement entity request.

Section VII Contract Forms

Contents

1. Notification of Intention to Award
2. Letter of Acceptance
3. Contract Agreement
4. Operational Acceptance Certificate.
5. Installation and Advance Certificate

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name: *[insert name of successful Bidder]*

Address: *[insert address of the successful Bidder]*

Contract price: *[insert contract price of the successful Bidder]*

Total combined score: *[insert the total combined score of the successful Bidder]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Technical Score (If applicable)	Bid price	Evaluated Bid Cost	Combined Score (if applicable)
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveal the reason]*

[INSTRUCTIONS; State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention : *[insert full name of person, if applicable]*
Title/position : *[insert title/position]*
Agency : *[insert name of Purchaser]*
Email address : *[insert email address]*
Fax number : *[insert fax number or state "not applicable"]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention : *[insert full name of person, if applicable]*
Title/position : *[insert title/position]*
Agency : *[insert name of Purchaser]*
Email address : *[insert email address]*
Fax number : *[insert fax number or state "not applicable"]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information, the World Bank's Guidance "How to make a Procurement-related Complaint" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Telephone number: *[insert telephone number]*

Letter of Acceptance

Purchaser: *[insert the name of the Purchaser]*

RFB No: *[insert RFB reference number from Procurement Plan]*

Date: *[insert Date]*

To: *[insert Name of Bidder]*

This is to notify you that your Bid dated *[insert Date]* for execution of the *[insert brief description of the Information System]* for the Contract Price in the aggregate of *[insert amount in figures]*(*[insert amount in words]*), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form.

Authorized Signature:

Name and Title of Signatory: *[insert Name and Title]*

Name of Agency: *[insert Purchaser Name]*

Attachment: Contract Agreement

Contract Agreement

The Bidder should have to sign CONTRACT AGREEMENT after issuing the Letter of Acceptance.

Installation Certificate

Date: [*insert: date*]

RFB: [*insert: title and number of RFB*]

To: [*insert: name and address of Supplier*]

Dear Sir or Madam:

Installation of the System of the Contract entered into between yourselves and the [*insert: name of Purchaser*] (hereinafter the "Purchaser") dated [*insert: date of Contract*], relating to the [*insert: brief description of the Information System*], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: [*insert: description*]
2. Date of Installation: [*insert: date*]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date:

in the capacity of: [*state: "Project Manager" or specify a higher-level authority in the Purchaser's organization*]

Operational Acceptance Certificate

Date: *[insert: date]*

RFB: *[insert: title and number of RFB]*

To: *[insert: name and address of Supplier]*

Dear Sir or Madam:

Commissioning and Operational Acceptance of the Contract entered into between yourselves and the *[insert: name of Purchaser]* (hereinafter the "Purchaser") dated *[insert: date of Contract]*, relating to the *[insert: brief description of the Information System]*, we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the Contract. In accordance with the terms of the Contract, the Purchaser hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): *[insert: description]*
2. Date of Operational Acceptance: *[insert: date]*

This letter shall not relieve you of your remaining performance obligations under the Contract nor of your obligations during the Warranty Period.

For and on behalf of the Purchaser

Signed:

Date: *[insert: date]*

in the capacity of: *[state: "Project Manager" or specify a higher-level authority in the Purchaser's organization*