



***PROVISION AND
COMMISSIONING OF THE OF
VIRTUAL PRIVATE NETWORK
(VPN) AND SHORT MESSAGING
SERVICE (SMS) GATEWAY TO
THE INDEPENDENT
BROADCASTING AUTHORITY FOR
TWO (2) YEAR (2022-2024)***

MAY 2022



INVITATION FOR BIDS (IFB)

IBA/TECH/ICT/ONB/VPNSMSG/01/2022: TENDER FOR THE PROVISION AND COMMISSIONING OF A VIRTUAL PRIVATE NETWORK (VPN) AND SHORT MESSAGING SERVICE (SMS) GATEWAY TO THE INDEPENDENT BROADCASTING AUTHORITY FOR TWO (2) YEARS (2022-2024)

The Independent Broadcasting Authority has received financing from the Government of the Republic of Zambia and it intends to apply part of the proceeds of this *financing* to payments under the agreement resulting from this IFB: PROVISION AND COMMISSIONING OF A VIRTUAL PRIVATE NETWORK (VPN) AND SHORT MESSAGING SERVICE (SMS) GATEWAY TO THE INDEPENDENT BROADCASTING AUTHORITY (IBA) FOR TWO (2) YEARS (2022-2024): IBA/TECH/ICT/01/2022

The Independent Broadcasting Authority serves as the implementing agency for the service and now invites sealed bids from eligible Bidders. Bidding will be conducted using the Open National Bidding (ONB) procedures specified in the Public Procurement Act of 2020 and the Public Procurement Regulations of 2022, and is open to all Bidders eligible as defined in the Bidding Documents.

Interested eligible Bidders may obtain further information from Independent Broadcasting Authority (IBA) and inspect the bidding documents at IBA offices at the Mass Media Complex from 08:00-17:00 hours. *The bidding documents may also be accessed on www.iba.org.zm/bid .*

Pre-bid meetings and Site visits which potential bidders must attend will be held from 23rd May, 2022 to 27th May, 2022 at the following selected Sites:

Site	Date	Time
Kazungala	23 rd May, 2022	10:00 hours – 15:00 hours
Chirundu	24 th May, 2022	10:00 hours – 15:00 hours
Serenje	26 th May, 2022	08:00 hours – 13:00 hours
Kalulushi.	27 th May, 2022	08:00 hours – 13:00 hours

Please note that the aforementioned locations have been identified as the most erratic in network connectivity.

A complete set of bidding documents in *English* may be purchased by interested Bidders and upon payment of a nonrefundable fee of K1,000.00. The method of payment will be *Bank Deposit or electronic bank transfer*

(Bank details may be obtained from the Finance Unit). Please note that NO CASH PAYMENT will be accepted.

Bids must be delivered to the IBA tender box on or before 20th June, 2022 at 10:00 hours. Bids need to be secured by a Bid Securing Declaration or 2% Bid Security. Late bids will be rejected. Bids will be opened in the presence of Bidders' representatives who choose to attend.

Sydney Musangu

Head Procurement and Supplies Unit

FOR/THE DIRECTOR GENERAL

INDEPENDENT

BROADCASTING

AUTHORITY

Invitation for Bids (IFB)**9TH MAY, 2022****BROADCASTING SURVEILLANCE PROJECT****PROVISION AND COMMISSIONING OF THE OF VIRTUAL PRIVATE NETWORK (VPN) AND SHORT MESSAGING SERVICE (SMS) GATEWAY TO THE INDEPENDENT BROADCASTING AUTHORITY FOR TWO (2) YEAR (2022-2024)****IBA/TECH/ICT/01/2022**

2. The Independent Broadcasting Authority select: **has applied for** financing toward the cost of the aforementioned project, and it intends to apply part of the proceeds of this financing to payments under the agreement(s) resulting from this IFB: **PROVISION AND COMMISSIONING OF THE OF VIRTUAL PRIVATE NETWORK (VPN) AND SHORT MESSAGING SERVICE (SMS) GATEWAY TO THE INDEPENDENT BROADCASTING AUTHORITY (IBA) FOR TWO (2) YEAR (2022-2024): IBA/TECH/ICT/01/2022**
3. The Independent Broadcasting Authority serves as the implementing agency for the project and now invites sealed bids from eligible Bidders for **PROVISION AND COMMISSIONING OF THE OF VIRTUAL PRIVATE NETWORK (VPN) AND SHORT MESSAGING SERVICE (SMS) GATEWAY TO THE INDEPENDENT BROADCASTING AUTHORITY FOR TWO (2) YEAR (2022-2024)**.
4. Bidding will be conducted using the Open National Bidding (ONB) procedures specified in the Public Procurement Act of 2020 and the Public Procurement Regulations of 2022, and is open to all Bidders eligible as defined in these Bidding Documents.
5. Interested eligible Bidders may obtain further information (IBA) and inspect the bidding documents at the address given below from 08:00-17:00 hours. A pre-bid meeting which potential bidders must attend will be held on 18th May, 2022 at Chikankata and Mazabuka Sites.
6. A complete set of bidding documents in **English may be purchased**. A hard copy set of the bidding document may be purchased by interested Bidders and upon payment of a nonrefundable fee of **K1,000.00**. The method of payment will be Bank Deposit or electronic bank transfer.
7. Bids must be delivered to the address below at or before 3rd June, 2022 at 10:00 hours. **Bids need to be secured by a Bid Securing Declaration or 2% Bid**

Security, Late bids will be rejected. Bids will be opened in the presence of Bidders' representatives who choose to attend.

8. The attention of prospective Bidders is drawn to (i) the fact that they will be required to certify in their bids that all software is either covered by a valid license or was produced by the Bidder and (ii) that violations are considered fraud, which can result in ineligibility to be awarded Government-financed contracts.

Sydney Musangu

Head Procurement and Supplies Unit

FOR/THE DIRECTOR GENERAL

INDEPENDENT BROADCASTING AUTHORITY

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Instructions to Bidders

A. GENERAL

- 1. Scope of Bid and Bidding Process**
 - 1.1 The Procuring Entity named in the BDS and the SCC for GCC Clause 1.1 (b) (i), or its duly authorized Purchasing Agent if so **specified in the BDS** (interchangeably referred to as “the Procuring Entity” in these Bidding Documents), invites bids for the supply and installation of the Information System (IS), as briefly **described in the BDS** and specified in greater detail in these Bidding Documents.
 - 1.2 The title and identification number of the Invitation for Bids (IFB) and resulting Contract(s) are **provided in the BDS**.
 - 1.3 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.
 - 1.4 If the BDS so provides, alternative procedures forming part or all of what is commonly known as e-Tendering are available to the extent **specified in, or referred to by, the BDS**.
- 2. Source of Funds**
 - 2.1 The **Procuring Entity named in the BDS** has applied for or received funds - equivalent to the amount indicated in the BDS toward the cost of the Project specified in the BDS. The Procuring Entity intends to apply a portion of the proceeds to eligible payments under the Contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Procuring Entity will be made only at the request of the Procuring Entity’s executing agency. The Government prohibits a withdrawal from the funds for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3. Fraud and Corruption**
 - 3.1 It is the Government’s policy to require that Procuring Entitys (including beneficiaries of the funds), as well as bidders, suppliers, and contractors and their subcontractors under Government-financed contracts, observe the highest standard of

ethics during the procurement and execution of such contracts.¹
In pursuance of this policy, the Government:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise
-

of the Government's inspection and audit rights provided for under sub-clause 3.1 (e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;
 - (d) will sanction a firm or individual, including suspending or barring a bidder or supplier in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and regulations 162 to 167 of the Public Procurement Regulations of 2011. A bidder or supplier aggrieved by such a decision, may appeal in accordance with Section *sixty-nine* of the Public Procurement Act of 2008; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by Government, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Government to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Government.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 9.8 and Clause 41.2 of the General Conditions of Contract.
- 3.3 Any communications between the Bidder and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.
- 3.4 By signing the Bid Submission Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of

such rights. For the purpose of this Clause, Intellectual Property Rights shall be as defined in GCC Clause 1.1 (c) (xvii). Willful misrepresentation of these facts shall be considered a fraudulent practice subject to the provisions of Clauses 3.1 through 3.4 above, without prejudice of other remedies that the Procuring Entity may take.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.
- 4.2 If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, only those Bidders may participate that had been prequalified and continue to meet the eligibility criteria of this Clause. A prequalified Joint Venture may not change partners or its structure when submitting a bid.
- 4.3 A firm may be excluded from bidding if:
 - (a) it was engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, or other documents to be used for the procurement of the Information System described in these Bidding Documents; or
 - (b) it is a government-owned enterprise in the Procuring Entity's country, unless it can establish that it meets the provisions of Section 34 of the Public Procurement Act of 2008. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 34(2) of the Public Procurement Act of 2008.
- 4.4 A firm that has been determined to be ineligible by ZPPA in accordance with Sections *sixty-five*, *sixty-six* and *sixty-seven* of the Public Procurement Act of 2008 and in accordance with regulations 162 to 167 of the Public Procurement Regulations of 2011 shall be not be eligible to be awarded a contract.
- 4.5 A firm or individual is or will be disqualified from participation in this bidding if, at any time from advertisement of the bidding until and including contract award, the firm or individual is

under:

- (a) a suspension by ZPPA as a result of execution of a Bid-Securing Declaration pursuant to ITB Clause 17.6 in another Government-financed procurement, or under a suspension by the Procuring Entity for other reasons that have been agreed by ZPPA; or
- (b) a declaration of ineligibility by ZPPA in accordance with ITB Clause 3.1 (d). The list of individuals and firms debarred from participating in Government-financed projects or programmes is available at <http://www.ppa.org.zm>, or
- (c) a sanction imposed by the United Nations Security Council, as mentioned in ITB Clause 2.2.

4.6 A firm or other entity that is ineligible according to any of the above provisions of this Clause, may also not participate as a Joint Venture partner, or as Subcontractor for or supplier of goods, works or services. If a bid becomes materially incomplete after removing ineligible entities, the bid may be disqualified.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

5. Eligible Goods and Services

5.1 For the purposes of these Bidding Documents, the Information System means all:

- (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other materials and goods to be supplied, installed, integrated, and made operational (collectively called “the Goods” in some clauses of the ITB); and
- (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.

5.2 Funds from Government are disbursed only for expenditures for

an Information System made up of goods and services provided by nationals of, and produced in or supplied from, eligible source countries as defined in Section III, Eligible Countries. An Information System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.3 For purposes of this clause, the nationality of the Bidder is distinct from the country in which the Information System and its goods components are produced or from which the related services are supplied.

6. Qualifications of the Bidder

6.1 By submission of documentary evidence in its bid, the Bidder must establish to the Procuring Entity's satisfaction:

(a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria **specified in the BDS**, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

(b) that, in the case of a Bidder offering to supply key goods components of the Information System, as **identified in the BDS**, that the Bidder does not itself produce, the Bidder is duly authorized by the producer to supply those components in the Procuring Entity's country under the Contract(s) that may result from this bidding; (This will be accomplished by including Manufacturer's Authorizations in the bid, based on the sample found in Section VII.)

(c) that, if a Bidder proposes Subcontractors for key services if and as **identified in the BDS**, these Subcontractors have agreed in writing to serve for the Bidder under the Contract(s) that may result from this bidding; and

- (d) that, in the case of a Bidder not doing business within the Procuring Entity's country, the Bidder is or will be (if awarded the Contract) represented by an Agent in that country who is equipped and able to carry out the Bidder's maintenance, technical support, training, and repair obligations prescribed in the General and Special Conditions of Contract, and/or Technical Requirements.
- 6.2 Bids submitted by a Joint Venture of two or more firms as partners shall also comply with the following requirements:
- (a) the bid shall be signed so as to be legally binding on all partners;
 - (b) one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - (d) the partner or combination of partners that is responsible for a specific component of the Information System must meet the relevant minimum qualification criteria for that component;
 - (e) a firm may submit bids either as a single Bidder on its own, or as partner in one, and only one, Joint Venture. If, as a result of the bid opening pursuant to ITB Clause 24, this requirement is not met, all bids involving the firm as a single Bidder or Joint Venture partner will be disqualified;
 - (f) all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under ITB Clause 6.2 (b) above, in the bid as well as in the Contract (in case of a successful bid).
- 6.3 If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor for each of those items and shall be responsible for ensuring that any Subcontractor

proposed complies with the requirements of ITB Clause 4, and that any Goods or Services components of the Information System to be provided by the Subcontractor comply with the requirements of ITB Clause 5 and the related evidence required by ITB Clause 13.1 (e) (iii) is submitted. Bidders are free to list more than one Subcontractor against each item. Quoted rates and prices will be deemed to apply, whichever Subcontractor is appointed, and no adjustment of the rates or prices will be permitted. The Procuring Entity reserves the right to delete any proposed Subcontractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Subcontractors from Appendix 3 to the Contract Agreement, which shall list the approved Subcontractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Subcontractors shall be performed in accordance with GCC Clause 20 (as revised in the SCC, if applicable) and Appendix 3 to the Contract Agreement.

For the purposes of these Bidding Documents, a Subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Information System to be provided by the Bidder under the Contract (such as the supply of major hardware, software, or other components of the required Information Technologies specified, or the performance of related Services, e.g., software development, transportation, installation, customization, integration, commissioning, training, technical support, maintenance, repair, etc.).

- 6.4 A firm which is a Bidder, whether as a single Bidder or as a partner in a Joint Venture, cannot be a Subcontractor in other bids, except for the supply of commercially available hardware or software by the firm, as well as purely incidental services such as installation/configuration, routine training, and ongoing maintenance/support. If the BDS for ITB Clause 6.1 (a) allows the qualification of Subcontractors nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Subcontractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. The same will normally apply to firms that have provided Subcontractor agreements for certain services pursuant to ITB Clause 6.1 (c). Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. As long as in compliance with these provisions, or as long as unaffected by them due to not participating as Bidder or as partner in a Joint Venture, a firm may be proposed as a Subcontractor in any

number of bids. If the BDS for ITB 28.1 permits the submission of bids for Subsystems, lots, or slices, then the provisions of this Clause 6.4 apply only to bids for the same Subsystem(s), lot(s), or slice(s);

- 7. Cost of Bidding**
- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity will in no case be responsible or liable for those costs.
- 8. Site Visit**
- 8.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 8.2 The Procuring Entity will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Procuring Entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the Procuring Entity may organize a site visit or visits concurrently with the pre-bid meeting, as specified in the BDS for ITB Clause 10.2. Failure of a Bidder to make a site visit will not be a cause for its disqualification.
- 8.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

B. THE BIDDING DOCUMENTS

- 9. Content of Bidding Documents**
- 9.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with ITB Clause 11:
- | | |
|-------------|--|
| Section I | Instructions to Bidders (ITB) |
| Section II | Bid Data Sheet (BDS) |
| Section III | Eligible Countries for the Provision of Goods, Works, and Services in Zambia |
| Section IV | General Conditions of Contract (GCC) |
| Section V | Special Conditions of Contract (SCC) |
| Section VI | Technical Requirements (including Implementation Schedule) |

Section VII Sample Forms

- 9.2 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 9.3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

10. Clarification of Bidding Documents and Pre-bid Meeting

- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Entity in writing at the Procuring Entity's address and by one of the means **indicated in the BDS**. Similarly, if a Bidder feels that any important provision in the documents will be unacceptable, such an issue should be raised as soon as possible. The Procuring Entity will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-one (21) days prior to the deadline for submission of bids prescribed by the Procuring Entity. Copies of the Procuring Entity's response (including an explanation of the query but not identifying its source) will be sent to all prospective Bidders that received the Bidding Documents from the Procuring Entity.
- 10.2 When **specified in the BDS**, the Procuring Entity will organize and Bidders are welcome to attend a pre-bid meeting at the time and place **indicated in the BDS**. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders are requested to submit any questions in writing to reach the Procuring Entity not later than one week before the meeting. Questions and answers will be transmitted in accordance with ITB Clause 10.1. Minutes of the meeting, including the questions raised and responses given, together with any responses prepared after the meeting, will be transmitted without delay to all those that received the Bidding Documents from the Procuring Entity. Any modification to the Bidding Documents listed in ITB Clause 9.1, which may become necessary as a result of the pre-bid meeting, shall be made by the Procuring Entity exclusively by issuing an Addendum pursuant to ITB Clause 11 and not through the minutes of the pre-bid meeting.

- 11. Amendment of Bidding Documents**
- 11.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 11.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all prospective Bidders that received the Bidding Documents from the Procuring Entity. Addenda will be binding on Bidders. Bidders are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Bidder in its bid.
- 11.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, in which case, the Procuring Entity will notify all Bidders in writing of the extended deadline.

C. PREPARATION OF BIDS

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Procuring Entity shall be written in **English**. Any printed literature furnished by the Bidder as part of its bid may be in a language, as long as such literature is accompanied by a translation of its pertinent passages into the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.
- 13. Documents Comprising the Bid**
- 13.1 The bid submitted by the Bidder shall comprise:
- (a) Bid Submission Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract;
 - (b) all Price Schedules duly completed in accordance with ITB Clauses 14, 15, and 18 and signed by a person or persons duly authorized to bind the Bidder to the Contract;
 - (c) if required, Bid-securing Declaration or Bid Security furnished in accordance with ITB Clause 17;
 - (d) written confirmation authorizing the signatory of the bid to

commit the Bidder, in accordance with ITB Clause 19.2;

(e) Attachments:

(i) Attachment 1: Bidder's Eligibility

In the absence of prequalification, documents establishing to the Procuring Entity's satisfaction the Bidder's eligibility to bid, including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(ii) Attachment 2: Bidder's Qualifications

Documentary evidence establishing to the Procuring Entity's satisfaction, and in accordance with ITB Clause 6, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Clause 6.1 (a), the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Any Manufacturer's Authorizations and Subcontractor agreements specified as required in the BDS for ITB Clauses 6.1 (b) and 6.1 (c);

(iii) Attachment 3: Eligibility of Goods and Services

Documents establishing, to the Procuring Entity's satisfaction, that the Goods and Services components of the Information System to be supplied, installed, and/or performed by the Bidder are eligible Goods and Services as defined under ITB Clause 5. If awarded the Contract, the Bidder shall submit for such components of the Information System evidence of eligibility, which shall be confirmed by a certificate of origin issued at the time of shipment;

(iv) Attachment 4: Conformity of the Information System to the Bidding Documents

Documentary evidence establishing to the Procuring Entity's satisfaction, and in accordance with ITB Clause 16, that the Goods and Services components of the Information System to be supplied, installed,

and/or performed by the Bidder conform to the Bidding Documents;

(v) Attachment 5: Proposed Subcontractors

A list of all major items of Goods or Services that the Bidder proposes to purchase or subcontract from others, and the name and nationality of the proposed Subcontractor, including vendors, for each of those items;

(vi) Attachment 6: Intellectual Property

A list of:

(1) all Software included in the Bidder's bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):

(A) System, General Purpose, and Application Software; and

(B) Standard and Custom Software.

(2) all Custom Materials, as defined in GCC Clause 1.1 (c), included in the Bidder's bid.

All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c).

Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the Contract according to GCC Clause 39 (Changes to the System).

14. Bid Prices

14.1 All Goods and Services identified in the Supply and Installation Cost Sub-Table and the Recurrent Cost Sub-Table in Section VII (Forms 2.5 and 2.6), and all other Goods and Services proposed by the Bidder to fulfill the requirements of the Information System, must be priced separately in the format of the same tables and summarized in the corresponding Cost Summary Tables in the same Section. Prices must be quoted in accordance with the instructions provided in Section VII for the various cost tables, in the manner specified below.

- 14.2 The price of items that the Bidder has left blank in the cost tables provided in Section VII shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during evaluation in accordance with ITB Clause 28.6 (c) (iii).
- 14.3 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VI, and with GCC and SCC Clause 12 – Terms of Payment. Bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables.
- 14.4 The prices for Goods components of the System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms **specified in the BDS**, and quoted in the appropriate columns of the cost tables of Section VII as follows:
- (a) Goods supplied from outside the Procuring Entity's country:
- Unless otherwise **specified in the BDS**, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Procuring Entity's country. The named place of destination and special instructions for the contract of carriage are as **specified in the BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (b) Locally supplied Goods:
- Unit prices of Goods offered from within the Procuring Entity's Country, shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the Goods at the time of invoicing or sales transaction, if the Contract is awarded.
- (c) Inland transportation:

Unless otherwise **stated in the BDS**, inland transportation, insurance and related local costs incidental to the delivery of the Goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB Clause 14.5, whether the Goods are to be supplied locally or from outside the Procuring Entity's country, except when these costs are already included in the price of the Goods, as is, e.g., the case, when ITB Clause 14.4 (a) specifies CIP, and the named places of destination are the Project Sites.

- 14.5 The price of Services shall be quoted in total for each service (where appropriate, broken down into unit prices), separated into their local and foreign currency components. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in the Procuring Entity's country on/to the price of the Services invoiced to the Procuring Entity, if the Contract is awarded. Unless otherwise **specified in the BDS**, the prices must include all costs incidental to the performance of the Services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the Services but incurred by the Procuring Entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).
- 14.6 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in SCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xii), shall be quoted as Service prices in accordance with ITB Clause 14.5 on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals. Recurrent costs are all-inclusive of the costs of necessary Goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the System and, if appropriate, of the Bidder's own allowance for price increases.
- 14.7 Unless otherwise **specified in the BDS**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account. Bids submitted that are subject to price adjustment will be rejected.

- 15. Bid Currencies** 15.1 Prices shall be quoted in the following currencies:
- (a) The Bidder may quote its prices for all Information Technologies, associated Goods, and Services to be supplied from outside the Procuring Entity's Country in the currencies of countries eligible according to Section III. If the Bidder wishes to be paid in a combination of different currencies, it must quote unit prices accordingly, but no more than three foreign currencies may be used.
 - (b) Unless otherwise **specified in the BDS**, the Bidder shall express its prices for such Information Technologies, associated Goods, and Services to be supplied locally (i.e., from within the Procuring Entity's Country) in the currency of the Procuring Entity's Country.
- 16. Documents Establishing the Conformity of the Information System to the Bidding Documents**
- 16.1 Pursuant to ITB Clause 13.1 (e) (iv), the Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of the Information System that the Bidder proposes to supply and install under the Contract.
- 16.2 The documentary evidence of conformity of the Information System to the Bidding Documents shall be in the form of written descriptions, literature, diagrams, certifications, and client references, including:
- (a) the Bidder's technical bid, i.e., a detailed description of the Bidder's proposed technical solution conforming in all material aspects with the Technical Requirements (Section VI) and other parts of these Bidding Documents, overall as well as in regard to the essential technical and performance characteristics of each component making up the proposed Information System;
 - (b) an item-by-item commentary on the Procuring Entity's Technical Requirements, demonstrating the substantial responsiveness of the Information System offered to those requirements. In demonstrating responsiveness, the commentary shall include explicit cross references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogs, technical specifications, or other preprinted materials submitted with the bid, the item-by-item commentary shall prevail;
 - (c) a Preliminary Project Plan describing, among other things, the methods by which the Bidder will carry out its overall

management and coordination responsibilities if awarded the Contract, and the human and other resources the Bidder proposes to use. The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence, and interrelationship of all key activities needed to complete the Contract. The Preliminary Project Plan must also address any other topics **specified in the BDS**. In addition, the Preliminary Project Plan should state the Bidder's assessment of what it expects the Procuring Entity and any other party involved in the implementation of the Information System to provide during implementation and how the Bidder proposes to coordinate the activities of all involved parties;

- (d) a written confirmation that the Bidder accepts responsibility for the successful integration and interoperability of all components of the Information System as required by the Bidding Documents.

16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (b), the Bidder shall note that references to brand names or model numbers or national or proprietary standards designated by the Procuring Entity in its Technical Requirements are intended to be descriptive and not restrictive. Except where explicitly **prohibited in the BDS** for specific items or standards, the Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Procuring Entity's satisfaction that the use of the substitute(s) will result in the Information System being able to perform substantially equivalent to or better than that specified in the Technical Requirements.

17. Securing the Bid

17.1 The BDS for this Clause specifies whether bids must be secured, and if so, whether by a Bid-Securing Declaration or by a Bid Security. If a Bid Security is required or optional, the **BDS also specifies the amount**.

17.2 Securing the bids shall be substantially in accordance with the related sample forms included in Section VII or other forms approved by the Procuring Entity prior to bid submission. Bids must remain secured for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 18.2. In case of a Bid Security, it shall also:

- (a) at the Bidder's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking

institution, or a bond issued by a surety;

- (b) be issued by a reputable institution selected by the Bidder and located in any eligible country; if the institution issuing the security is located outside the Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity's Country to make the security enforceable;
- (c) be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in ITB Clause 17.6 is/are invoked;
- (d) be submitted in its original form; copies will not be accepted.

17.3 The Bid-Securing Declaration or the Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid-Securing Declaration pursuant to ITB Clause 17.6 will apply to all partners to the Joint Venture.

17.4 If a Bid-Securing Declaration or Bid Security is required in accordance with ITB Clause 17.1, any bid not accompanied by a substantially acceptable Bid-Securing Declaration or Bid Security in accordance with ITB Clauses 17.2 and 17.3, shall be rejected by the Procuring Entity as non-responsive.

17.5 Unless executed or forfeited pursuant to ITB Clause 17.6, Bid-Securing Declarations, if any, will expire for, or Bid Securities, if any, will be returned as promptly as possible to,

- (a) all Bidders upon annulment of the bidding pursuant to ITB Clause 34;
- (b) Bidders refusing a request to extend the period of validity of their bids pursuant to ITB Clause 18.2;
- (c) the successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required;
- (d) the unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.

17.6 The Bid-Securing Declaration, if any, may be executed, or the Bid Security, if any, may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or any extension of validity the Bidder has agreed to pursuant to ITB Clause 18.2; or
- (b) in the case of the successful Bidder, if the Bidder fails to:
 - (i) sign the Contract Agreement in accordance with ITB Clause 36; or
 - (ii) furnish the Performance Security in accordance with ITB Clause 37.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 36; or furnish a performance security in accordance with ITB 37;

the Procuring Entity may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

18. Period of Validity of Bids

18.1 Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Procuring Entity, pursuant to ITB Clause 21. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. For the convenience of Bidders, the BDS spells out the minimal original expiration dates for the validity of the bid and, if applicable pursuant to ITB Clause 17.1, for securing the bid. However, Bidders are responsible for adjusting the dates in the BDS in accordance with any extensions to the deadline date of bid submission pursuant to ITB Clause 21.2.

18.2 In exceptional circumstances, prior to expiry of the bid validity period, the Procuring Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award.

Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to ITB Clause 17.2.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the contract price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**19. Format and
Signing of Bid**

19.1 The Bidder shall prepare an original and the number of copies/sets of the bid **specified in the BDS**, clearly marking each one as “ORIGINAL BID,” “COPY NO. 1,” “COPY NO. 2,” etc., as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2 The original and all copies of the bid, each consisting of the documents listed in ITB Clause 13.1, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The authorization must be in writing and included in the bid pursuant to ITB Clause 13.1 (d). The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

19.4 The Bidder shall furnish in the Bid Submission Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Bidder be successful.

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number].” The envelopes shall then be sealed in an outer envelope.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Procuring Entity at the address **given in the BDS**, and
 - (b) bear the Project name indicated in the BDS for ITB Clause 2.1, the Invitation for Bids title and number, and the Contract name(s), as indicated in the BDS for ITB Clause 1.2, and the statement “DO NOT OPEN BEFORE [time and date],” to be completed with the time and date specified in the BDS for ITB Clause 24.1.
- 20.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”
- 20.4 If the outer envelope is not sealed and marked as required by ITB Clause 20.2 above, the Procuring Entity will assume no responsibility for the bid’s misplacement or premature opening. If the outer envelope discloses the Bidder’s identity, the Procuring Entity will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

21. Deadline for Submission of Bids

- 21.1 Bids must be received by the Procuring Entity at the address specified in the BDS for ITB Clause 20.2 no later than the time and date **stated in the BDS**.
- 21.2 The Procuring Entity may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Procuring Entity and Bidders will thereafter be subject to the deadline as extended.

22. Late Bids

- 22.1 Any bid received by the Procuring Entity after the bid submission deadline prescribed by the Procuring Entity in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.

23. Withdrawal, Substitution,

- 23.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal,

**and
Modification of
Bids**

substitution, or modification is received by the Procuring Entity prior to the deadline prescribed for bid submission. All notices must be duly signed by an authorized representative and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 19.2.

23.2 All notices of withdrawal, substitution, or modification shall

- (a) be addressed to the Procuring Entity at the address named in the BDS for ITB Clause 20.2 (a), and
- (b) bear the Contract name, the IFB Title and IFB Number, and the words “BID WITHDRAWAL NOTICE”, BID SUBSTITUTION NOTICE”, or “BID MODIFICATION NOTICE”.

23.3 A notice may also be sent by electronic means such as fax or e-mail, but in this case must include a scan of the mailing receipt showing both the sender's and receiver's addresses for the signed hardcopy of the notice, and a scan of the power of attorney.

23.4 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

23.5 The substitution or modification of the bid shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Bidders shall provide an original and the number of copies specified in the BDS for ITB Clause 19.1 of any substitution or modification to its bid, clearly identified as such, in two inner envelopes duly marked “BID SUBSTITUTION -- ORIGINAL” or “BID MODIFICATION -- ORIGINAL” and “BID SUBSTITUTION -- COPIES” or “BID MODIFICATION -- COPIES.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “BID SUBSTITUTION” or “BID MODIFICATION”.
- (b) Other provisions concerning the marking and dispatch of a bid substitution or modification shall be in accordance with ITB Clauses 20.2, 20.3, and 20.4.

23.6 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in

the execution of the Bid-Securing Declaration, if any, or forfeiture of the Bid Security, if any, pursuant to ITB Clause 17.6.

E. BID OPENING AND EVALUATION

24. Opening of Bids by Procuring Entity

- 24.1 The Procuring Entity will open all bids, including withdrawals, substitutions, and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date and at the place **specified in the BDS**. Bidders' representatives shall sign a register as proof of their attendance.
- 24.2 First, envelopes marked "BID WITHDRAWAL NOTICE" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "BID SUBSTITUTION NOTICE" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "BID MODIFICATION NOTICE" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 24.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total bid price including any unconditional discounts, and, if applicable, the prices and unconditional discounts for Subsystems, lots, or slices; the presence or absence of a Bid-Securing Declaration or a Bid Security if one was required; any conditional discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits such discounts to be considered in the bid evaluation; and any other such details as the Procuring Entity may consider appropriate.
- 24.4 Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. These bids, including any bids

validly withdrawn in accordance with ITB Clause 24.2, will promptly be returned, unopened, to their Bidders.

24.5 The Procuring Entity will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Clause 24.3. The minutes will promptly be distributed to all Bidders that met the deadline for submitting bids.

25. Clarification of Bids

25.1 During the bid evaluation, the Procuring Entity may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

26. Preliminary Examination of Bids

26.1 The Procuring Entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Procuring Entity will ensure that each bid is from a prequalified Bidder, and in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the prequalification.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Procuring Entity. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected.

26.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, the Procuring Entity will

determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Information System; or (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Procuring Entity's rights or the successful Bidder's obligations under the Contract; or (iii) the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

26.5 If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Procuring Entity's determination of bid responsiveness will be based on the contents of the bid itself.

27. Conversion to Single Currency

27.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in various currencies and amounts into a single currency **specified in the BDS**, using the selling exchange rate established by the source and on the date also **specified in the BDS**.

28. Evaluation and Comparison of Bids

28.1 The Procuring Entity will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26. The evaluation will be performed assuming either that:

- (a) the Contract will be awarded to the lowest evaluated Bidder for the entire Information System; or
- (b) if **specified in the BDS**, Contracts will be awarded to the Bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose bids result in the lowest combined evaluated price for the entire System.

In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in bids. However, such discounts will only be considered in the price evaluation if so **confirmed in the BDS**.

28.2 To be considered for Contract award, Bidders must have

submitted bids

- (a) for which detailed bid evaluation using the same standards for compliance determination as listed in ITB Clauses 26.3 and 26.4 confirms that the bids are commercially and technically responsive, and include the hardware, Software, related equipment, products, Materials, and other Goods and Services components of the Information System in, substantially, the full required quantities for the entire Information System or, if allowed in the BDS for ITB Clause 28.1, the individual Subsystem, lot or slice bid on; and
- (b) that offer Information Technologies that are proven to perform up to the standards promised in the bid by having successfully passed the performance, benchmark, and/or functionality tests the Procuring Entity may require, pursuant to ITB Clause 31.2.

28.3 The Procuring Entity's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB Clause 14 (Bid Prices).

28.4 If **indicated by the BDS**, the Procuring Entity's evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) 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:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the bid

T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids

X = weight for the Price as **specified in the BDS**

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is

eligible for Contract award, provided the Bidder was prequalified and/or it was found to be qualified to perform the Contract in accordance with ITB Clause 31 (Postqualification).

28.5 If, in addition to the cost factors, the Procuring Entity has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated 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 criteria set forth below.

- (a) The technical features to be evaluated are generally defined below and specifically **identified in the BDS**:
 - (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the Information System.
 - (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the Information System.
 - (iii) The quality of the Bidder's Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Procuring Entity in Section VI (Technical Requirements) or proposed by the Bidder based on the Bidder's experience.
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically **identified in the BDS**, namely:
 - (i) The technical features that reflect how well the Information System meets the Procuring Entity's Business Requirements (including quality assurance and risk-containment measures associated with the

implementation of the Information System).

- (ii) The technical features that reflect how well the Information System meets the System's Functional Performance Standards.
 - (iii) The technical features that reflect how well the Information System meets the General Technical Requirements for hardware, network and communications, Software, and Services.
- (c) As **specified in the BDS**, each category will be given a weight and within each category each feature may also be given a weight.
- (d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.
- (e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for feature "i" in category "j"

w_{ji} = the weight of feature "i" in category "j"

k = the number of scored features in category "j"

$$\text{and } \sum_{i=1}^k w_{ji} = 1$$

- (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Category Technical Score of category “j”

W_j = the weight of category “j” as **specified in the BDS**

n = the number of categories

$$\text{and } \sum_{j=1}^n W_j = 1$$

- 28.6 The Evaluated Bid Price (C) for each responsive bid will be determined as the sum of the Adjusted Supply and Installation Costs (P) plus the Recurrent Costs (R);

where the Adjusted Supply and Installation Costs (P) are determined as:

- (a) The price of the hardware, Software, related equipment, products, Materials and other Goods offered from within or from outside the Procuring Entity’s Country, in accordance with ITB 14.4; plus
- (b) The total price for all software development, transportation, insurance, installation, customization, integration, Commissioning, testing, training, technical support, repair, and other Services, in accordance with ITB 14.5;
- (c) with adjustments for:
 - (i) Deviations proposed to the Implementation Schedule in the Technical Requirements resulting in delayed completion of the entire Information System, if **permitted in the BDS** and provided they do not exceed the maximum permissible delay period **specified in the BDS**. For evaluation purposes, a pro rata increase of the total Supply and Installation Costs will be added using the percentage(s) **specified**

in the BDS for each week of delay. Bids offering deliveries beyond the maximum permissible delay specified may be rejected.

- (ii) Deviations taken to the Contract payment schedule specified in the SCC. If deviations are **permitted in the BDS**, for evaluation purposes the total Supply and Installation Costs will be increased pro rata by the amount of interest that could otherwise be earned on the amount of any payments that would fall due under the proposed schedule earlier than the schedule stipulated in the SCC, at the interest rate **specified in the BDS**.
 - (iii) Goods and Services that are required for the Information System but have been left out or are necessary to correct minor deviations of the bid will be added to the total Supply and Installation Costs using costs taken from the highest prices from other responsive bids for the same Goods and Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing Goods and Services are a scored technical feature, the relevant score will be set at zero.
 - (iv) Corrections to errors in arithmetic, in accordance with ITB Clause 26.2.
 - (v) Any discounts offered for the award of more than one Subsystem, lot, or slice, if the BDS for ITB Clause 28.1 permits the consideration of discounts in the price evaluation.
- (d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

where

N = number of years of the Warranty Period, defined in SCC Clause 29.4

M = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

x = an index number 1, 2, 3, ... $N + M$ representing

each year of the combined Warranty Service and Post-Warranty Service Periods.

R_x = total Recurrent Costs for year “x,” as recorded in the Recurrent Cost Sub-Table.

I = discount rate to be used for the Net Present Value calculation, as **specified in the BDS**.

29. Domestic Preference

29.1 No margin of domestic preference will apply.

30. Contacting the Procuring Entity

30.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bid, it should do so in writing.

30.2 If a Bidder tries to directly influence the Procuring Entity or otherwise interfere in the bid evaluation process and the Contract award decision, its bid may be rejected.

F. POSTQUALIFICATION AND AWARD OF CONTRACT

31. Post-qualification

31.1 The Procuring Entity will determine at its own cost and to its satisfaction whether the Bidder (including Joint Venture Partners, and any Subcontractors for which the BDS for ITB Clause 6.1 (a) permits that their qualifications count towards the required Bidder qualifications) that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 6. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Procuring Entity will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.

31.2 Pursuant to ITB Clauses 6 and 16, and as additionally may be **specified in the BDS**, the determination will evaluate the Bidder’s financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder’s qualifications, as well as other information the Procuring Entity deems necessary and appropriate. This determination may include visits or interviews with the Bidder’s clients referenced in its bid, site inspections, and any other measures. If so **specified in the BDS**, at the time of

postqualification the Procuring Entity may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Technical Requirements.

31.3 An affirmative postqualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Entity will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**32. Award
Criteria**

32.1 Subject to ITB Clause 34, the Procuring Entity will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.

**33. Procuring
Entity's Right
to Vary
Quantities at
Time of Award**

33.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage(s) **indicated in the BDS**, any of the following:

- (a) the quantity of substantially identical Subsystems; or
- (b) the quantity of individual hardware, Software, related equipment, Materials, products, and other Goods components of the Information System; or
- (c) the quantity of Installation or other Services to be performed,

from that originally specified in the Technical Requirements (as amended by any Addenda issued pursuant to ITB Clause 11), without any change in unit prices or other terms and conditions.

**34. Procuring
Entity's Right
to Accept Any
Bid and to
Reject Any or
All Bids**

34.1 The Procuring Entity reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

**35. Notification of
Award**

35.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its bid has been accepted.

- 35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35.3 The Procuring Entity shall promptly publish in UNDB online and in dgMarket the results, identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name, evaluated price and, if the bidding conditions included scoring for technical quality, the technical score of each bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may make a request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 35.4 Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security pursuant to ITB Clause 37, the Procuring Entity will promptly notify each unsuccessful Bidder, and will discharge all remaining Bid Securities, if any, as provided in ITB Clause 17.5 (c) and (d).

36. Signing of Contract

- 36.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity will send the Bidder the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 36.2 As soon as practically possible, but no more than twenty-eight (28) days following receipt of the Contract Agreement, the successful Bidder shall sign and date it, and return it to the Procuring Entity.

37. Performance Security

- 37.1 As soon as practically possible, but no more than twenty-eight (28) days following receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using the Performance Security form provided in the Bidding Documents or another form acceptable to the Procuring Entity.
- 37.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 36 or ITB Clause 37.1 shall constitute sufficient grounds for the annulment of the award and, if and as applicable, execution of the Bid-Securing Declaration or forfeiture of the

Bid Security, in which event the Procuring Entity may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.

- 38. Adjudicator**
- 38.1 Unless otherwise **stated in the BDS**, the Procuring Entity proposes that the person named in the BDS be appointed as Adjudicator under the Contract to assume the role of informal Contract dispute mediator, as described in GCC Clause 6. In this case, a résumé of the named person is **attached to the BDS**. The proposed hourly fee for the Adjudicator is **specified in the BDS**. The expenses that would be considered reimbursable to the Adjudicator are also **specified in the BDS**. If a Bidder does not accept the Adjudicator proposed by the Procuring Entity, it should state its non-acceptance in its Bid Submission Form and make a counterproposal of an Adjudicator and an hourly fee, attaching a résumé of the alternative. If the successful Bidder and the Adjudicator nominated in the BDS happen to be from the same country, and this is not the country of the Procuring Entity too, the Procuring Entity reserves the right to cancel the Adjudicator nominated in the BDS and propose a new one. If by the day the Contract is signed, the Procuring Entity and the successful Bidder have not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed, at the request of either party, by the Appointing Authority specified in the SCC clause relating to GCC Clause 6.1.4, or if no Appointing Authority is specified there, the Contract will be implemented without an Adjudicator.
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SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet

The following specific information relating to the System to be procured and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. GENERAL

ITB 1.1	<p>Name of Procuring Entity:</p> <p><i>THE INDEPENDENT BROADCASTING AUTHORITY</i></p> <p>Bids are being invited for the <i>Provision and Commissioning of the of Virtual Private Network (VPN) and Short Messaging Service (SMS) Gateway to the Independent Broadcasting Authority for Two (2) Year (2022-2024)</i></p>
ITB 1.2	<p>Title of IFB: <i>Provision and Commissioning of the of Virtual Private Network (VPN) and Short Messaging Service (SMS) Gateway to the Independent Broadcasting Authority for Two (2) Year (2022-2024)</i></p> <p>Number of IFB: <i>IBA/ICT/01/2022</i></p> <p>Name of resulting Contract(s): <i>Contract IBA/ICT/01/2022 Provision and Commissioning of the of Virtual Private Network (VPN) and Short Messaging Service (SMS) Gateway to the Independent Broadcasting Authority for Two (2) Year (2022-2024)</i></p>
ITB 1.4	<p>Alternative e-Tendering procedures <i>are not</i> available in this procurement.</p>
ITB 2.1	<p>Name of the Procuring Entity: <i>The Independent Broadcasting Authority</i></p> <p>Name of Project/Programme: <i>Tender IBA/ICT/01/2022 Provision and Commissioning of the of Virtual Private Network (VPN) and Short Messaging Service (SMS) Gateway to the Independent Broadcasting Authority for Two (2) Year (2022-2024)</i></p>

ITB 6.1 (a)	<p>Qualification requirements for Bidders are:</p> <ol style="list-style-type: none"> <i>1. Proof of payment for the bidding document,</i> <i>2. Valid Tax clearance certificate,</i> <i>3. Certificate of registration/incorporation (PACRA)</i> <i>4. Employers Certificate (NAPSA)</i> <i>5. Workers Compensation Board Certificate</i> <i>6. Network Service License Certificate with Zambia Information and Communication Technology</i> <i>7. Audited Financial Statement for three (3) years for the periods 2020, 2019 and 2018.</i> <i>8. Provide litigation status. The bidder's litigation status shall be provided by a registered legal practitioner or attorney. A written statement by the bidder himself shall not be accepted. Non-compliance with this requirement will result into disqualification of the bid,</i> <i>9. Valid Power of Attorney; Issued by the Company Board/ Company Secretary or Registered Legal Practitioner and should be duly signed,</i> <i>10. Completed Bidders Information form</i> 11. turnover of at least to ZMW 6,000,000.00 in the past three (3) years 12. THE BID MUST BE ACCOMPANIED WITH NOT LESS THREE (3) SITE VISIT CERTIFICATES FULLY SIGNED
ITB 6.1 (b)	<p>Manufacturer's Authorizations for Information Technologies - except for those technologies which the Bidder itself manufactures - are required for the following types/categories: NONE</p>
ITB 6.1 (c)	<p>If the Bidder proposes to use Subcontractors for the provision of certain key services, written agreements by the proposed firms to provide these services in case of contract(s) resulting from this bidding are required for the following</p>

	types/categories of services: <i>NONE</i>
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B. THE BIDDING DOCUMENTS

ITB 10.1	<p>Procuring Entity's / duly authorized Purchasing Agent's address:</p> <p>The Director General The Independent Broadcasting Authority Mass Media Complex Alick Nkhata Road P.O. Box 32475 LUSAKA jmapoma@iba.org.zm</p> <p>Attention:</p> <p>Head Procurement and Supplies Unit smusangu@iba.org.zm +260977260962</p>												
ITB 10.2	<p>Dates, times, and places for the pre-bid meeting: Selected Sites</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Kazungala</td> <td style="width: 30%;">23rd May, 2022</td> <td style="width: 40%;">10:00 hours – 15:00 hours</td> </tr> <tr> <td>Chirundu</td> <td>24th May, 2022</td> <td>10:00 hours – 15:00 hours</td> </tr> <tr> <td>Serenje</td> <td>26th May, 2022</td> <td>08:00 hours – 13:00 hours</td> </tr> <tr> <td>Kalulushi</td> <td>27th May, 2022</td> <td>08:00 hours – 13:00 hours</td> </tr> </table>	Kazungala	23 rd May, 2022	10:00 hours – 15:00 hours	Chirundu	24 th May, 2022	10:00 hours – 15:00 hours	Serenje	26 th May, 2022	08:00 hours – 13:00 hours	Kalulushi	27 th May, 2022	08:00 hours – 13:00 hours
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Kalulushi	27 th May, 2022	08:00 hours – 13:00 hours											

C. PREPARATION OF BIDS

ITB 14.1	<i>Depending on whether recurrent cost items are required or not, state the following: Recurrent cost items are NOT required.</i>
ITB 14.4	The Incoterms edition is <i>Incoterms 2010 if applicable</i>
ITB 14.4 (a)	For foreign goods priced on a CIP (named place of destination)

	<p>basis:</p> <p>THE BIDDER SHALL MEET ALL COSTS</p>
ITB 14.4 (c)	<i>NOT APPLICABLE</i>
ITB 14.5	<i>NOT APPLICABLE</i>
ITB 14.7	Prices quoted by the Bidder shall be <i>fixed</i>
ITB 15.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the System offered locally (i.e., from within the Procuring Entity's Country), as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local services incidental to delivery, installation and operation of the System, is: <i>Zambian Kwacha</i>
ITB 16.2 (c)	<i>NOT APPLICABLE</i>
ITB 16.3	In the interest of effective integration, cost-effective technical support, and reduced re-training and staffing costs, Bidders are required to offer specific brand names and models for the following limited number of specific items: <i>NONE</i>
ITB 17.1	<p>Bids <i>need</i> to be secured <i>by a:</i></p> <p>a. <i>BID-SECURING DECLARATION WITH A PERIOD OF FIVE (5) YEARS OR</i></p> <p>b. <i>BID SECURITY OF 2% OF THE BID SUM (OR AN EQUIVALENT AMOUNT IN A FREELY CONVERTIBLE CURRENCY)</i></p>
ITB 17.7	If the Bidder incurs any of the actions prescribed in ITB Clause 17.1 (a), the Procuring Entity will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <i>five (5) years.</i>
ITB 18.1	<p>The bid validity period shall be <i>Ninety (90)</i> days after the deadline for bid submission.</p> <p>Accordingly, a <i>Bid-Securing Declaration or Bid Security should be valid for 120 days, that is 30 days more than of the bid validity</i></p>

ITB 19.1	Required number of bid copies, besides the original: <i>FOUR (4) COPIES</i>

D. SUBMISSION OF BIDS

ITB 20.2 (a)	The address for bid submission is: The Independent Broadcasting Authority Mass Media Complex Alick Nkhata Road LUSAKA
ITB 21.1	Deadline for bid submission is: 20TH JUNE, 2022 AT 10:00 HOURS LOCAL TIME

E. BID OPENING AND EVALUATION

ITB 24.1	Time, date, and place for bid opening are: 20TH JUNE, 2022 AT 10:00 HOURS LOCAL TIME The Independent Broadcasting Authority Mass Media Complex Alick Nkhata Road LUSAKA
ITB 27.1	ALL BIDS SHOULD BE IN KWACHA
ITB 28.1	Bids for Subsystems, lots, or slices of the overall Information System will <i>not</i> be accepted. Discounts for the award of multiple Subsystems, lots, or slices <i>will not</i> be considered in bid evaluation.
ITB 28.4	The bid evaluation <i>will</i> take into account technical factors in

ITB 28.5	<i>NOT APPLICABLE</i>
ITB 28.6 (c) (i)	The Procuring Entity <i>will not</i> accept deviations in the schedule of installation and commissioning specified in the Implementation Schedule.
ITB 28.6 (c) (ii)	<i>NOT APPLICABLE</i>
ITB 28.6 (d)	<i>NOT APPLICABLE</i>

F. POSTQUALIFICATION AND AWARD OF CONTRACT

ITB 31.2	<p>As additional post qualification measures, the Information System (or components/parts of it) offered by the Lowest Evaluated Bidder may be subjected to the following tests and performance benchmarks prior to Contract award:</p> <ul style="list-style-type: none"> • Bidder to should have minimum average annual turnover of at least to ZMW 4,000,000.00 in the past 3 years • Bidder must show proof of having completed at least 3 successful contracts involving the development, installation, and provision of technical support for information systems particularly Virtual Private Network, VPN, and Short Messaging Service, (SMS) which are twice the value of the total bid sum.
ITB 33.1	Percentage for quantity increase or decrease: <i>15%</i>
ITB 38.1	The proposed Adjudicator is: <i>Zambia Center for Dispute Resolution.</i>

**SECTION III. ELIGIBLE COUNTRIES FOR THE PROVISION OF
GOODS, WORKS, AND SERVICES IN ZAMBIA**

Eligible Countries for the Provision of Goods, Works, and Services in Zambia

1. This tender is only open to Zambian registered firms.



SCOPE OF WORKS

IBA/TECH/ICT/ONB/VPNSMSG/01/2022:
TENDER FOR THE PROVISION AND
COMMISSIONING OF A VIRTUAL PRIVATE
NETWORK (VPN) AND SHORT MESSAGING
SERVICE (SMS) GATEWAY TO THE INDEPENDENT
BROADCASTING AUTHORITY FOR TWO (2)
YEARS (2022-2024)

MAY 2022

Background

The Independent Broadcasting Authority (IBA) is looking for solution providers to supply, deploy and commission a Virtual Private Network (VPN) for fixed Sub-Sites and Direct Internet Access for its Main office. The objective of this endeavour is to have a cost-effective, secure, scalable, and robust communications platform that supports the foundation for the IBA audio, video, and data IP network. Further, the project involves the Provision of a public IP address and integration of the provider SMS gateway to the complaints portal under development. The use of the Public IP address will be to enable public access to the web portal.

The Project covers four (4) provinces namely, Lusaka, Central, Copperbelt and Southern. The Project will have 23 sites distributed in the four Provinces. The sites are locality as outlined in Map 1 below. More technical details about sites are outlined in Table 1.

The project also involves the integration of an SMS gateway with the complaints portal web application (WebApp). The use of the gateway will be to provide a reference code to users of the portal and send the complaint status notifications. For instance, when a user files a complaint, they are also required to enter their phone number. Once a complaint is submitted via the web portal, an SMS bearing a complaint code is sent to the user's phone number. Further, a user can submit their complaint using a short code and the complaint should be sent to a configured email address.

The authority invites competent and qualified firms to provide VPN and SMS gateway services to integrate with the web platform. The web platform will be hosted by IBA.

The Complaints Portal will be integrated with the SMS system to provide for extended and effective management and communication to the users of the system.

Terms of Reference for VPN

VPN and Direct Internet Technical Specifications

The Authority has 23 remote sites that it intends to connect to the Main office which is Located in Lusaka at Mass Media Complex as shown in map 1 below. The idea is to extend the Authority's Local Area network for remote institutional assets to be able to connect to the head office using Layer 2 switches. The anticipated VPN and DIA link capacities, location, coordinates are shown in Table 1.

Map 1: Site Locations

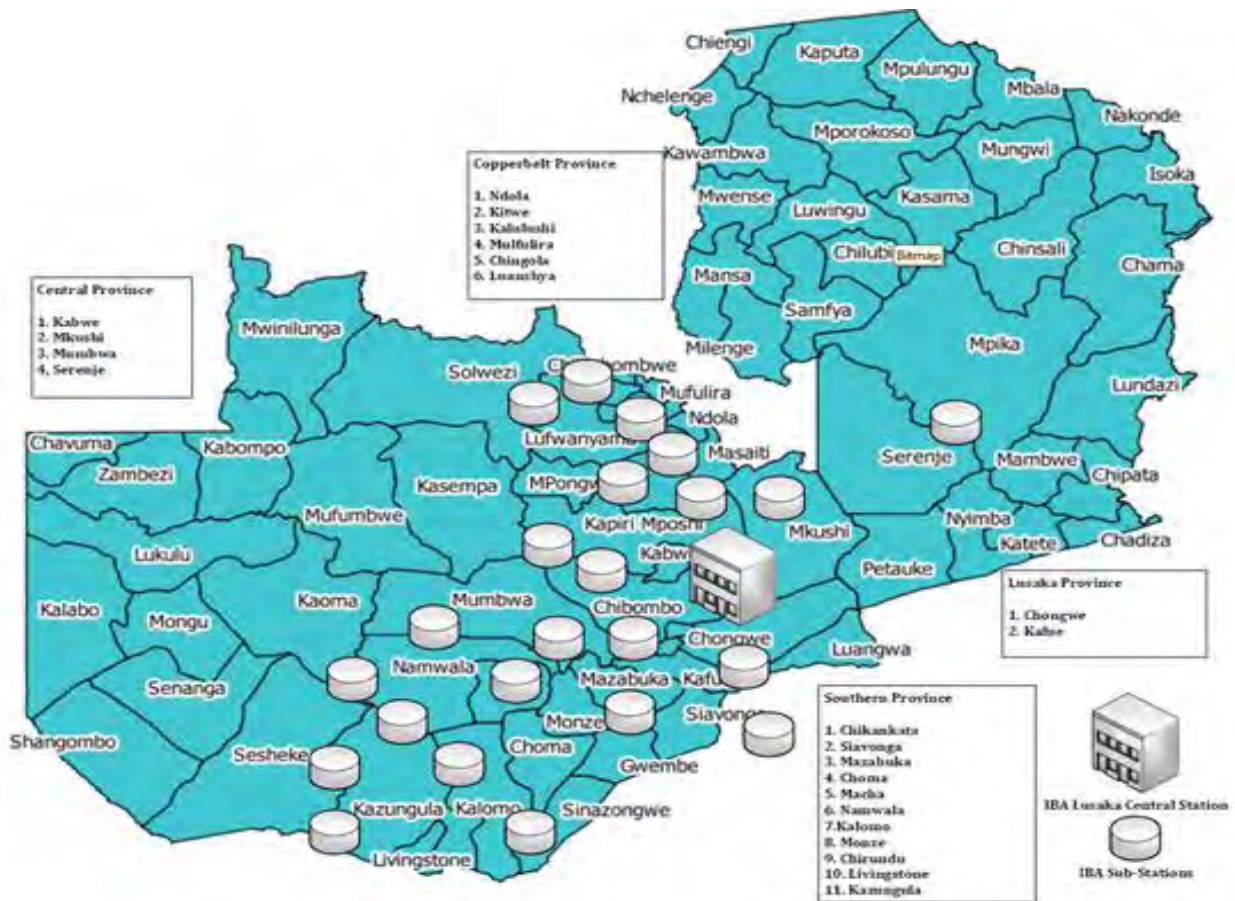


Table 1: Location and Bandwidth Requirements

Province	Deployed City/Town	Front-end Site Location	Power Condition (How far is the power supply from our equipment setting place)	Link Type VPN/DIA	BANDWIDTH (Mbps)
Lusaka Province	Lusaka	IBA Main Station 1524.375151 S ; 02819.457368 E	Within 20m	DIA	20
	Lusaka	IBA Main Station 1524.375151 S ; 02819.457368 E	Within 20m	VPN	Uncapped (Remote Site Convergence)
	Chongwe	Chongwe District Council (ICT Server Room)	Within 20m	VPN	1
	Kafue	Kafue City Council 1546.151853 S; 02810.740508 E	Within 20m	VPN	1
	Chikankata				1
	Chirundu	Chirundu Police Station 1602.059032 S ; 02851.012514 E	Within 20m	VPN	1
Southern Province	Kalomo	Kalomo Zamtel 1701.769788 S ; 02629.593067 E	Within 20m	VPN	1
	Kazungula	Old Kazungula Town Council	Within 20m	VPN	1
	Macha	Macha Mission Hospital	Within 20m	VPN	1
	Monze	Monze Central Police Station	Within 20m	VPN	1
	Namwala	Namwala District Council	Within 20m	VPN	1
	Siavonga	Zamtel Co-Location	Within 20m	VPN	1
	Choma	Zamtel Co-Location	Within 20m	VPN	2
	Livingstone	Livingstone Civic Centre	Within 20m	VPN	2

	Mazabuka	Mazabuka Central Police Station	Within 20m	VPN	2
Copperbelt Province	Chingola	Chingola Central police Station	Within 20m	VPN	2
	Kitwe	Kitwe City Council (ICT Room)	Within 20m	VPN	2
	Mufulira	Mufulira Civic Centre 12.5477° S, 28.2497° E	Within 20m	VPN	2
	Kalulushi	Kalulushi Civic Centre 12.8317° S, 28.1017° E		VPN	1
	Luanshya	Luanshya Civic Centre 13.1324° S, 28.4183° E	Within 20m	VPN	1
	Ndola	Ndola Civic Centre 12.9739° S, 28.6422° E		VPN	2
Central Province	Kabwe	Kabwe Civic Centre 14.4440° S, 28.4465° E		VPN	2
	Mkushi	Mkushi Civic Centre 13° 37' 31.8" S, 29° 23' 38.9" E		VPN	1
	Serenje	Serenje Civic Centre 13.2301° S, 30.2341° E	Within 20m	VPN	1
	Mumbwa	Mumbwa Civic Centre 15.2715° S, 27.7962° E	Within 20m	VPN	1

General VPN Scope

- i) Connect all the sites in districts to the main site in Lusaka at IBA office
- ii) Provide end-to-end network visibility for all sites
- iii) The VPN Network must be reliable, scalable and modular
- iv) That the VPN service cover all the sites
- v) That last mile connection will be provided and managed by the VPN service provider
- vi) That the VPN provider will guarantee short resolution time in an event of downtime
- vii) That the VPN provider will provide the necessary security for their infrastructure on all the BSP sites
- viii) That the VPN will have adequate redundancy to ensure optimal service availability
- ix) That the VPN provider will provide technical assistance on all VPN related matters pertinent to the operation and implementation of the project

- x) That the provider will provide adequate test environment and period for the VPN service before starting to charge for the service. The test period is envisaged to be 1 month.
- xi) Provide for Network and Connectivity monitoring

VPN Requirement

The Managed VPN Network must have the following mandatory requirements failing which the bid will be regarded as non-responsive and will not be considered further. The bidder must state the page where the requirements are placed in the bid through an index.

Table 2: VPN Mandatory Requirements

No	Mandatory requirements	Confirm if your proposal meet the requirement (yes/no)	Page reference where the document is placed in the proposal.
1	The minimum bandwidth required is as table 1		
2	Audio and video ready at a VPN level		
3	Quality of Service		
4	VPN Monitoring tool or Portal must be provided		
5	Internet Backup at the IBA Office		
6	The solution must be flexible on downgrade, upgrade, outdoor transfers and cancellation of sites		
7	That the VPN service availability will be at least 99.99%		

DELIVERABLES

Detailed Project Plan including milestones and project phases:

- i) Risk Management Plan that will address risks associated with scope, quality, schedule and cost.
- ii) Clear and proven Project Management methodology (e.g. Agile).
- iii) Project Execution Plans detailing the execution and monitoring of the project
- iv) Project Acquisition Plan describing the acquisition of materials, goods and enabling system services supplied
- v) Project Quality Plan that describes the quality criteria of the project deliverables
- vi) Project Requirements and Change Control Plan
- vii) Project Communications, Change Management Plan and roll-back plan.
- viii) Project Resource Plan that describes the key resources who will be assigned to the project including the Project manager.
- ix) Preliminary information gathering such as sites visits and site surveys and infrastructure assessments.
- x) Service continuity obligation to provide support for the smooth operation in an event of network failure.

Terms of Reference for SMS Gateway

Introduction

The objective of this Terms of Reference (TOR) is to describe the functional requirements and specification for an SMS Gateway that will facilitate integration and operationalization of SMS service communication to the users through the web application.

Scope of Project

The scope of this project includes:

- i) Installation and configuration of SMS Gateway or Middleware on the IBA server
- ii) Configuring software modules that Integrate IBA SMS WebApp Server and the Telecom's SMS centre to allow for messages or queries from the end users with mobile phones to reach partner's Servers and vice versa.
- iii) Providing Application Programming Interfaces (APIs) to integrate with the WebApp

- iv) Provide testing and deployment of specific software modules that provides for the software logic to handle the fetching and dissemination of the requested data after meeting all the prerequisites to be provided by IBA.
- v) Network Equipment configurations for creating and maintaining stable Virtual Private Network (VPN) links with all the Mobile Network Operators (MNOs) that do offer SMS services to third party organizations.
- vi) Work with the partner in obtaining the right connectivity and interfaces from the MNOs for integration with the WebApp where necessary.
- vii) Provide technical support for Integration and commissioning of all SMS system modules to work as one and deliver the intended service.
- viii) Provide SMS gateway services to IBA and collaborate with the developer in integration with the WebApp.
- ix) Provide technical support for User Acceptance Testing (UAT) of the system
- x) Provide technical information to the partner's and IBA's IT team whenever needed
- xi) Provide onsite technical Support for a period of not less than 3 months, and ensure that the partner's team gains enough knowledge and skills to be able to handle the system on their own, at the end of the three months' support.

Requirements

- i) The SMS Gateway must meet the estimated SMS traffic and capacity requirements and provides for scalability
- ii) The SMS Gateway must have standard Application Programming Interface (API) for integration with the WebApp
- iii) That the SMS Gateway provider will make the API available for preliminary testing during the WebApp development and integration
- iv) That the SMS Gateway provider will provide assistance on all SMS gateway related matters pertinent to the operation and implementation of the Complaints Portal System integration with the SMS module of the WebApp
- v) That the service provider will provide the test environment and time for the SMS gateway service before starting to charge for the service. The test period is envisaged to be 3 months
- vi) Percentage of system availability - 99.99%
- vii) Time it takes to recover the SMS Gateway business process in an event of failure - 5 minutes
- viii) The SMS Gateway must support all the mobile network phone numbers
- ix) The SMS Gateway must be reliable and scalable
- x) Provide Dashboard/WebPortal for Administration features like monitoring of total messages sent within a day/ week/ month, time delay (if any) in sending the messages, number of failed messages (with reasons for failure), invalid mobile numbers, number of Push Messages sent. The dashboard should also provide for

- various standard statistical reports which must be exportable as reports to Word/Excel/ PDF/CSV
- xi) The SMS data must be stored for at least 1 year before deletion

NOTE:

1. SMS short code is already obtained from Zambia Information and Communications Technology Authority (ZICTA)
2. It is approximated that the system will be able to send 5,000 to 20,000 SMSs per month.
3. Network equipment such as router, firewall and load balancer do exist.

Methodology

The firm is free to propose the most appropriate methodology to perform this project and achieve the set objectives in an efficient manner.

Expected Deliverables/Specific Outputs

The expected overall deliverable is an SMS Gateway Service that can integrate well with our existing WebApp to disseminate requested data via SMS.

The specific expected deliverables are:

- i) The standard SMS gateway or middleware with open standard interfaces; with relevant licenses and subscriptions, where applicable
- ii) System setup and configurations
- iii) Integration with IBA WebApp
- iv) Training to developers and System Administrators
- v) Relevant Documentations
- vi) 3 Months onsite Support
- vii) URL based integration - The SMS gateway services will be consumed by the WebApp of IBA.
- viii) SMS Message shall be in a standard format or as prescribed by IBA.