

Community Access Points

TENDER NO. CAP2/PHASE I/2004-2005

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ICT AUTHORITY
FORM OF TENDER
TENDER NO. CAP2/PHASE I/2004-2005

This Tender Form issued to
must be delivered, duly completed and addressed to the Executive Director, ICT Authority, Port Louis and should be deposited in the Tender Box, ICT Authority, Port Louis by 14.00 hrs. on 14 February 2005 at latest.

Tenders received after the specified time and date will not be considered.

The ICT Authority reserves the right to (a) accept or reject any or all tenders, (b) split the Tender (c) order only part of the procurement or (d) annul the tendering process and reject all Tenders at any time prior to the award of contract without thereby incurring any liability towards any Tenderer and without any obligation to inform any Tenderer of the grounds therefor.

.....
Persons tendering are required to fill in as required all the blank spaces in this Tender Form.



To: The Executive Director, ICT Authority

Sir,

Having examined all the documents in respect of the tender for the setting-up, completion and maintenance of the following work:

SUPPLY, INSTALLATION COMMISSIONING AND MAINTENANCE OF INTERNET ACCESS AT COMMUNITY ACCESS POINTS FOR A PERIOD ONE YEAR -PHASE I

1. We agree and undertake to execute all the work referred to herein to your entire satisfaction for the sum of Rs -----
----- as detailed in the Financial Summary Sheet attached.
2. We further undertake, should our tender be accepted, to commence work within 7 days from the receipt of the award of contract and shall proceed to complete and deliver all the work in terms of the express conditions of the contract.
3. In case of acceptance of our tender, we shall provide good and sufficient sureties or obtain the guarantee of a local bank to be jointly and severally bound with us in a sum not less than 10 per cent of the above named sum for the due performance of the Contract under the terms of a Bond to be approved by you.
4. We undertake to furnish a Performance Bond as required within 7 days from the date of acceptance of the tender as required and sign the contract when convened to do so.
5. We herewith attach a security in the form of a Tender Bond from a Bank established in Mauritius in the sum of Mauritian Rupees two hundred thousand (Rs 55,000) and we agree that this sum shall be forfeited in the event



we refuse to execute the contract after your formal acceptance of our tender.

TENDER BOND SHOULD BE SUBMITTED IN ORIGINAL AND WILL NOT BE ACCEPTED BY FAX. A BANKER'S OFFICE CHEQUE IS ALSO ACCEPTABLE.

6. Unless and until a formal Agreement has been prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

CONTRACTOR..... WITNESS.....
(SIGNATURE) (SIGNATURE)

NAME..... NAME.....
ADDRESS ADDRESS.....
.....

DATE..... DATE.....
PHONE NO.: PHONE NO.:



ICT AUTHORITY
INSTRUCTIONS TO TENDERERS
TENDER NO.CAP2/PHASE I/2004-2005

Duly authorised dealers in the supply, installation, commissioning and maintenance of personal computers and accessories operating in Mauritius are invited to tender for the following works in accordance with the instructions set forth below:

Tenders are being invited for the **SUPPLY, INSTALLATION COMMISSIONING AND MAINTENANCE OF INTERNET ACCESS AT COMMUNITY ACCESS POINTS FOR A PERIOD ONE YEAR -PHASE I**

1. The Tender Documents shall consist of:
 - (a) Form of Tender
 - (b) Instruction to Tenderers
 - (c) Specifications & Conditions of the ICT Authority
 - (e) Financial Summary Sheet
 - (f) Form of Tender Bond
 - (g) Form of Performance Bond

2. The Tenderers shall check all documents for completeness against the table of contents and shall check every page of the Tender Documents. Should the Tenderer find any page missing or in duplicate or any figures and wording indistinct, or be in doubt as to the true meaning of any part of the Tender Documents, he shall at once notify the:

EXECUTIVE DIRECTOR,
ICT AUTHORITY
PORT LOUIS

and shall in no case do so later than 10 days prior to the date set for the closing of the tenders. Any clarification or amendment will be issued formally by final addenda to all Tenderers. All discrepancies shall thereupon be rectified by the



Tenderer. Addenda revising, adding to or deducting from the Tender Documents may be issued by the Executive Director, ICT Authority either in response to a request from any prospective Tenderer for explanations or proprio motu. Each addendum will be issued to all Tenderers to whom the Tender Documents have been issued. Such addendum will become part of the Contract Documents and receipt thereof must be acknowledged immediately by signing and returning the acknowledgement form distributed with the addendum to the ICT Authority.

No liability will be admitted, nor any claim allowed, in respect of errors, mistakes or discrepancies in the submission of the original Tender Documents where same have been rectified in the manner described above.

3. The Tender Documents may be obtained from the Executive Director, ICT Authority.

4. All Tender Documents and correspondence shall be drawn up in English only. Tenderers shall complete the Form of Tender, Form of Tender Bond, Financial Summary sheet and all the attachments required. Offers shall be submitted in two sealed covers. The first sealed cover shall be duly labelled **“PRICE PROPOSAL”** and shall contain the financial sections (Form of Tender and Financial Summary sheet and any other information relating to pricing) of the tender. The second sealed cover shall contain the rest of the tender **including the Tender Bond** and shall be duly labelled **“TECHNICAL AND COMMERCIAL PROPOSAL”**. Both sealed covers shall be placed in a third sealed cover duly labelled **“TENDER AGAINST TENDER NO. CAP2/PHASE I/2004-2005”** and addressed to:

EXECUTIVE DIRECTOR

ICT AUTHORITY

1st Floor, Jade House,

cnr. Jummah Mosque & Remy Ollier streets,



PORT-LOUIS

MAURITIUS

5. The envelope shall be sealed and the name and address of the Tenderer as well as the name of the project and Tender No. CAP2/PHASE I/2004-2005 marked thereon, and it shall be addressed to:

EXECUTIVE DIRECTOR

ICT AUTHORITY,

1st Floor, Jade House,

cnr. Jummah Mosque & Remy Ollier streets,

PORT LOUIS

and deposited in the Tender Box situated at the seat of the ICT AUTHORITY at the above mentioned address by **14.00 hours on 14 February 2005 at latest.**

N.B. TENDERS AND TENDER BOND WILL NOT BE ACCEPTED BY FAX.

6. Tenderers are required to submit their Tender on a fixed Price basis whereby they agree to execute all the works referred to in the Tender Documents (Pages 1 to 28) for a fixed sum inclusive of all possible increase in labour, materials, freight, transport, fuel, changes in exchange rate, taxes including VAT, etc.
7. In order to secure the due performance by Tenderers of the obligations undertaken by them, a Security in the form of an original Tender Bond from a local bank in the sum of Mauritian Rupees two hundred thousand is required to be submitted along with the tender.
- (i) The above amount shall be forfeited to the ICT Authority in the event the Tenderer either withdraws his Tender or part thereof before expiration of its validity period including any extension agreed upon with the Tenderer or fails to enter into contract or submit a Performance Bond as required, within seven (7) days after an award is



made to him by the Executive Director, ICT Authority. The Tender Bond shall be valid for thirty (30) days beyond the validity period of the tender which shall be one hundred and fifty (150) days. (i.e.: Tender bond should be valid for 180 days).

- (ii) The security provided by unsuccessful Tenderers will not be repaid or discharged until the expiration of one hundred and fifty (150) days from the day on which tenders are to be opened or until such earlier time as a tender shall have been accepted and a Performance Bond shall have been duly provided by the Tenderer whose tender has been accepted.
 - (iii) The security provided by the Tenderer whose tender is accepted shall be repaid or discharged when the Performance Bond has been duly entered into and executed.
8. The Form of Tender and other Tender Documents including the Financial Summary Sheet submitted must be completed in every respect. Any conditions introduced by the Tenderer into the Tender Documents shall be discarded. Incomplete tenders shall not be considered.
9. The ICT Authority shall not be responsible for or pay any expenses or losses which may be incurred by a Tenderer in the preparation and submission of the Tenders including expenses involved in relation to site visits.
10. The successful Tenderer shall also be required to provide a bank guarantee for the good performance of the contract (Performance Bond) equivalent to 10% of the Contract Price. **The Performance Bond shall be valid for six (6) months.**
11. The express attention of Tenderers is invited to the laws and regulations relating to Health and Safety, Labour, Social Security, Taxes, Resident and Work Permits for Expatriates, Import Restrictions and Duties, Contractor's



Tax and Companies Registration Requirements, inter alia.

12. Where the successful Tenderer fails to start operations within the period specified in the contract, the ICT Authority may, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the contract sum per week or part thereof of the delay until actual start up of operations, up to a maximum deduction of 10 % of the contract sum. Once the maximum is reached, the ICT Authority may consider the termination of the contract.
13. The Tenderer shall ensure that his Tender is arithmetically correct in all respects. Should at any time, any arithmetical error be found which when corrected would have the effect of lowering the tender price; such lower price shall be accepted as the Contract Sum. If such correction would have increased the Tender Price, the increase shall not be allowed and the rates shall be adjusted accordingly.
14. Notification of Award of Contract shall be made by the Executive Director, ICT Authority.
15. The ICT Authority reserves the right to (a) accept or reject any or all tenders, (b) split the Tender (c) order only part of the procurement or (d) annul the tendering process and reject all Tenders at any time prior to the award of contract without thereby incurring any liability toward any Tenderer and without any obligation to inform any Tenderer of the grounds therefor.
16. Until a formal agreement has been prepared and executed, the Tender or Tenders together with the written acceptance of the ICT Authority shall constitute a binding contract between the Authority and the Tenderer.
17. The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best



commercial/professional practices are to prevail and that only top quality services are to be provided. All interpretations of the specifications shall be made upon the basis of this statement.

18. The Tender must be signed by one person duly authorised to do so. A Tender submitted by a corporation must bear the seal of the corporation and be attested by its Secretary. A Tender submitted by joint ventures of two or more firms must be accompanied by the Document of formation of the joint-venture duly registered in which are defined precisely the conditions under which the joint-venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several entities forming the joint-venture and other information necessary to permit a full appraisal of its functioning.

19. Terms of Payment:

- (i) 90% of Contract Value after delivery, installation, commissioning and acceptance of project by the ICT Authority.

- (ii) The **remaining 10% of the contract value** shall constitute a retainer that will be disbursed after one year. However, this amount may be released against the submission of a bank guarantee valid up to the end of the first year period. The retainer shall be an advance payment bond that will only be disbursed to the contractor upon the successful execution of the agreement as per the conditions.



In case of any breach of contract by the contractor(s), the ICT Authority shall have the right to adjust the damages arising out of such breach of contract against the above bank guarantee.

I/We the undersigned have read the above instructions to Tenderer and acknowledge the same.

CONTRACTOR:

SIGNATURE:.....

NAME:.....

DESIGNATION:.....

DATE:.....



ICT AUTHORITY
SPECIFICATIONS & CONDITIONS
TENDER NO.CAP2/PHASE I/2004-2005

1. Introduction

In line with Government's policy to democratise access to ICTs, the Information and Communication Technologies Authority pursuant to sections 16(a) and 18(1)(a) of the ICT Act 2001 is proposing to fund, over a period of four (4) years, the provision of Personal Computers and accessories with Internet connections at Community Access Points (CAPs) in the Republic of Mauritius, in virtue of a Memorandum of Understanding with Mauritius Post Ltd.

Through the Community Access Point (CAP) project, Government intends to instill the Internet culture to the public by giving access to Government online services, email, online shopping and access to other online services to persons with special needs or physical challenges as well as to the public in general.

The CAPs will be located in:

- 96 (Ninety-six) Post Offices – PHASE I,
- 35 (Thirty-Five) Community Advise Bureaus – PHASE II,
- 121 (One Hundred and Twenty-One) Community Centers – PHASE III

Each CAP will consist of an average of three Personal Computers connected to the Internet through a common high-speed/dial up communication line.

2. Service Provision

Tenderers are invited to submit proposals for the supply, installation, commissioning and maintenance of Internet access for one year at CAPs – PHASE I only in locations as listed in Annex 2.

The successful Tenderer shall enter into an agreement with Mauritius Post Ltd for the hosting/collocating of its equipment, where applicable, within each CAP location.



The Form of Tender enclosed will be filled by all Tenderers.

A formal agreement will be entered between the successful Tenderer and the ICT Authority as per copy annexed.

3. Networking infrastructure

a. It is required that a licensed Internet Service Provider network be used. Describe the national networking infrastructure you propose to use. Do you own and operate a national IP backbone? If not, whose network do you propose to use? At what speed does the backbone network operate?

b. It is required that the links attached to different locations to provide alternate paths in case of an outage in one link. Describe how backup circuits, redundant services or diverse routing be used to ensure that access will never be out of service.

c. It is required that you provide a map of the national Internet infrastructure you propose to use showing the proposed network topology including national interconnection points. Please show the specific links and access points proposed for use.

d. It is desirable that the circuits be dedicated to the "Community of Access" network. Please state whether the links will be shared with other customers.

e. Access capacity - It is required that a broadband Internet access of a minimum of 128 Kbps service be made available to each CAP and 56 Kbps service where broadband Internet access is not available. Indicate your ability to provide such services. Describe the technology used to provide the proposed circuit or wireless link or a combination of both.



4. General

4.1 Support Services

The successful Tenderer should ensure that any Internet connectivity problem is cleared within one working day.

4.2 References & Technical Support Team

A company profile of the Tenderer in Mauritius as well as a list of the technical support staff and their respective qualifications and experience should be provided.

Tenderers are requested to mandatorily fill in the tables (Annex 1) in this respect.

4.3 Financial Proposal

Tenderers will submit their financial proposal on the Financial Summary Sheet enclosed. Prices will be inclusive of all applicable duties and taxes.

Tenderers are required to submit their financial proposals in Mauritian rupees and on a fixed price basis, i.e. no adjustment shall be made for fluctuations in prices of materials, labour, freight, travelling, fuel, exchange rates and transport.

4.4 Evaluation Procedure

Tenderers should have at least two reference sites where they have supplied, installed and configured a similar system to be eligible for this exercise. Tenderers are requested to mandatorily fill in the table at Annex I (Customer reference sites) in this respect.

Proposals will be evaluated based on the following criteria:

- a. Technical Rating of proposed solution (75%)
- b. Experience of Tenderer & Technical Support Staff (25%)



Bids will be ranked according to overall cost/marks ratio. The lower the ratio, the better the proposal.

4.5 Rejection of Bid

The ICTA may reject any bid if:

- i. the tender fails to comply with the specifications; or
- ii. proposals are accompanied by incomplete financial summary sheet; or
- iii. the Tenderer fails to quote for any one item; or
- iv. the document submitted in support of a bid fails to comply with the provisions in this tender specifications document; or
- v. the Tenderer fails to provide all relevant certificates; or
- vi. the technical table is incomplete or is not submitted.

4.6 Reply of tender

Tenderers are requested to reply to the tender in the same order as set out in this document. All supporting documents and brochures will have to be suitably annexed with clear cross-referencing.

4.7 Proposals

- Any option/proposal should be bundled as a complete separate proposal in a separate document along with its corresponding technical table and financial summary sheet.
- One single document containing more than one option/proposal may not be considered.

4.8 Validity of proposals

All proposals should have a validity period of 150 days following the closing date of the tender.



4.9 Implementation Plan

Tenderers will have to submit a detailed implementation plan.

The ICT Authority will sign a Service Level Agreement with the successful Tenderer as part of the contract of the service. A copy of the proposed Service Level Agreement should be included in the bid. This should include, amongst others, the guaranteed overall percentage uptime, the timeframe proposed to respond to problems and the response guarantees and problem escalation processes.

4.10 Clarifications/Queries

All clarifications sought by the Tenderer in respect of the Project shall be addressed, at least 14 days before the deadline for submission of tender in writing to:

The Executive Director
ICT Authority
1st Floor, Jade House
Cnr Remy Ollier & Jummah Mosque Streets
Port Louis
Mauritius
TEL: (230) 217 2222 FAX: (230) 217 7777

The queries and the replies thereto will then be also circulated to other prospective Tenderers (without divulging the name of the Tenderer raising the queries) in the form of an addendum.

4.11 Variations

The ICT Authority reserves the right to change (increase/decrease the number of equipment and sites) the requirement at the time of implementation subject to appropriate adjustment in regard to costs.



4.12 Closing Date

Tenders should be deposited in the Tender Box of the ICT Authority office at the following address:

EXECUTIVE DIRECTOR
ICT AUTHORITY
1st FLOOR, JADE HOUSE
Cnr REMY OLLIER & JUMMAH MOSQUE STREETS
PORT LOUIS
MAURITIUS

On 14 February 2005 up to 14.00 hours at latest.

The ICT Authority reserves the right to (a) accept or reject any Tender or all bids, (b) split the Tender (c) order only part of the procurement or (d) annul the tendering process and reject all Tenders at any time prior to award of contract without thereby incurring any liability to Tenderers or any obligation to inform the Tenderers of the grounds for the ICT Authority's action.



Annex 1 Profiles of Technical Support Staff & reference sites

PROFILE OF TECHNICAL SUPPORT STAFF

| Person | | Qualifications | | | Experience | | | Date of appointment |
|--------|-------------|----------------|-------------|----------------|------------|----------------------|----------------|---------------------|
| Name | Designation | Date | Institution | Qualifications | Company | Duration (man years) | Nature of work | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |



Annex 2

| No. | Post Office | Address |
|-----|---------------------|--|
| 1 | Baie du Cap | Main Coast Road, Baie du Cap |
| 2 | Bambous | Royal Road, Bambous |
| 3 | Beau Bassin | Royal Road, Beau Bassin |
| 4 | Bel Air | Royal Road, Bel Air |
| 5 | Belle Rose | Royal Road, Belle Rose |
| 6 | Belle Vue Maurel | Royal Road, Belle Vue Maurel |
| 7 | Black River | Branch Road, Black River |
| 8 | Bois Cheri | Main Road, Bois Cheri |
| 9 | Bon Accueil | RCA School Lane, Bon Accueil |
| 10 | Boulevard Pitot | Main Road, Boulevard Pitot |
| 11 | Brisee Verdiere | Belvedere Road, Brisee Verdiere |
| 12 | Britannia | Royal Road, Britannia |
| 13 | Camp de Masque | Royal Road, Camp de Masque |
| 14 | Camp de Masque Pave | Post Office Road, Camp de Masque Pavee |
| 15 | Camp Diable | Royal Road, Camp Diable |
| 16 | Cap Malheureux | Royal Road, Cap Malheureux |
| 17 | Case Noyale | Royal Road, Case Noyale |
| 18 | Central Flacq | St Remy Road, Central Flacq |
| 19 | Chamarel | Royal Road, Chamarel |
| 20 | Chemin Grenier | Lotus Road, Chemin Grenier |
| 21 | Coromandel | Royal Road, Coromandel |
| 22 | Curepipe | Maigrot Lane, Curepipe |
| 23 | Dagotiere | School Lane, Dagotiere |
| 24 | D'Epinay | Royal Road, D'Epinay |
| 25 | Eau Coulee | Mdr Leen Street, Eau Coulee |

| | | |
|----|------------------|---|
| 26 | Flacq | Royal Road, Flacq |
| 27 | Flic en Flac | Royal Road, Flic-en-Flac |
| 28 | Floreal | Royal Road, Floreal |
| 29 | Fond du Sac | Royal Road, Fond du Sac |
| 30 | Forest Side | Royal Road, Forest Side |
| 31 | Goodlands | NPF Bldg, GoodLands |
| 32 | Grand Baie | Richmond Hill Building, Grand Baie |
| 33 | Grand Bois | Royal Road, Grand Bois |
| 34 | Grand Gaube | Royal Road, Grand Gaube |
| 35 | GRSE | Village Hall Road, GRSE |
| 36 | Lalmatie | Royal Road, Lalmatie |
| 37 | Laventure | Royal Road, Laventure |
| 38 | L'Escalier | Royal Road, L'Escalier |
| 39 | Mahebourg | Corner Les Mariannes & Des Creoles Streets, Mahebourg |
| 40 | Mapou | Main Road, Mapou |
| 41 | Mare D'Albert | Staion Road, Mare D'Albert |
| 42 | Midlands | Royal Road, Midlands |
| 43 | Moka | Railway Square, Moka |
| 44 | Monneron Hill | Chateau D'Eau Street, Port Louis |
| 45 | Montagne Blanche | Petit Paquet Road, Montagne Blanche |
| 46 | Montagne Longue | Royal Road, Montagne Longue |
| 47 | New Grove | Deux Bras Road, New Grove |
| 48 | Notre Dame | Royal Road, Notre Dame |
| 49 | Nouvelle France | Savanne Road, Nouvelle France |
| 50 | Old Grand Port | Main Coast Road, Old Grand Port |
| 51 | Pamplemousses | Royal Road, Pamplemousses |
| 52 | Petit Raffray | Royal Road, Petit Raffray |
| 53 | Pettite Riviere | Royal Road, Petite Riviere |



| | | |
|----|------------------------|---|
| 54 | Phoenix | Avanue Sayed Hossen, Phoenix |
| 55 | Piton | Royal Road, Piton |
| 56 | Plaine des Papayes | Royal Road, Plaine des Papayes |
| 57 | Plaine Magnien | Royal Road, Plaine Magnien |
| 58 | Pointe Aux Sables | Royal Road, Pointe Aux Sables |
| 59 | Port Louis Centre | Emmanuel Anquetil Blg, Port louis |
| 60 | Port Louis Eastern | Corner Nicolay & Magon Streets , Port Louis |
| 61 | Port Louis GPO Counter | Quay Sqaure, Port Louis |
| 62 | Port Louis Station | Viictoria Square, Port Louis |
| 63 | Port Louis Western | Belle Village, Port Louis |
| 64 | Poudre D'Or | Royal Road, Podre D'Or |
| 65 | Quatier Militaire | Ex- Railway Square, Qaurtier Militaire |
| 66 | Quatre Bornes | Sir William Newton Street, Quatre Bornes |
| 67 | Quatre Cocos | Royal Road, Quatre Cocos |
| 68 | Reduit | State House Road, Reduit |
| 69 | Riviere des Anguilles | Railway Square, Riviere des Anguilles |
| 70 | Riviere du Poste | Royal road, Riviere du Poste |
| 71 | Riviere du Rempart | Gandhi Square, Riviere du Rempart |
| 72 | Rose Belle | Royal Road, Rose Belle |
| 73 | Rose Hill | Margeot Square, Rose Hill |
| 74 | Sebastopol | Royal Road, Sebastopol |
| 75 | Solferino | Royal Road, Bonne Terre |
| 76 | Souillac | Ex-Railway Station, Souillac |
| 77 | St Hubert | Royal Road, St Hubert |
| 78 | St Julien d'Hotman | Royal Road, St Julien d'Hotman |
| 79 | St Pierre | Nicoliere Road, St Pierre |
| 80 | Stanley | Avenue Bradshaw, Stanley |
| 81 | Ste Croix | Ducray Road, Ste Croix |



| | | |
|----|-------------------|----------------------------------|
| 82 | Surinam | Royal Road, Surinam |
| 83 | Tamarin | Royal Road, Tamarin |
| 84 | Terre Rouge | Royal Road, Terre Rouge |
| 85 | Tombeau Bay | Royal Road, Tombeau Bay |
| 86 | Triolet | Royal Road, Triolet |
| 87 | Trois Boutiques | Royal Road , Trois Boutiques |
| 88 | Trou D'Eau Douce | Oozerally Road, Trou D'Eau Douce |
| 89 | Union Flacq | Royal Road, Union Flacq |
| 90 | Vacoas | St Paul Road, Vacoas |
| 91 | Vallee des Pretes | Royal Road, Valle Des Pretes |
| 92 | Verdun | Ex-Railway Station, Verdun |
| 93 | Roche Noires | New office |
| | RODRIGUES | |
| 94 | Grande Montagne | |
| 95 | La Ferme | |
| 96 | Port Mathurin | |



FINANCIAL SUMMARY SHEET
TENDER NO. CAP2/PHASE I/2004-2005

The financial proposal should reflect all the costs involved for the supply, installation, commissioning and maintenance of Internet access at CAPs.

The commissioning of the equipment will be done on basis of information provided in technical proposal.

Prices quoted in the Financial Summary sheet will be binding and should be supported by detailed calculations.



FINANCIAL SUMMARY SHEET

A. Cost of capital investment inclusive of commissioning, Value Added Tax and all charges: Rs.....

Total price for item A in words

.....
.....

B. Recurrent charges for providing Internet connectivity to CAPs should be specified. Contractors shall satisfy the above conditions and specify the cost of maintenance.

Total price for item B in words (Monthly charge x 12 months)

.....
.....

Monthly charge

.....

Signature.....

Full name & ID number of signatory

Phone number

Fax number

Address:

.....

Date:

Company's official seal



ICT AUTHORITY
TENDER BOND

KNOW ALL MEN by these present that we,
.....whose registered office is at
.....(*hereinafter called "The Surety"*) are
held and firmly bound unto the (*hereinafter called 'The Authority'*) in
the sum of Rupees
.....
(2% of tender value) for the payment of which sum we bind ourselves, our successors and
assigns jointly and severally by the presents.

WHEREAS.....
whose registered office is at.....
.....
(*hereinafter called 'The Tenderer'*) has, by a Tender (*hereinafter called the 'Said
Tender'*) made to the Authority offered to enter into a contract, viz:-

CONTRACT for the supply of.....
.....as therein mentioned and has undertaken to enter into a **Performance Bond** for
the due performance of the Contract should the said Tender be accepted by the Authority.



NOW THE CONDITION of this Bond is such that if the Tenderer shall maintain the said Tender and shall enter into a Contract, including the submission of a Performance Bond for the due performance of the Contract within 15 days of the date of notification of acceptance of the said Tender by the Authority, then this obligation shall be null and void but otherwise shall be and remain in full force and effect for a period of seven (7) months from the date set for opening the said Tender.

Dated at this day of 2005.

Signature :

Name :

Status :

Witness :



**ICT AUTHORITY
PERFORMANCE BOND**

BY THIS BOND we, whose principal place of business (registered office)
.....
is at (hereinafter called "**the Contractor**")
and whose principal
place of business (registered office) is at
(hereinafter called "**the Sureties**") are held and firmly bound unto the ICT Authority
(hereinafter) called "**the Authority**") in the sum of (**10% of Value of Contract**)
..... payment of which sum the Contractor and the
Sureties bind themselves and their assigns jointly and severally by these presents.

Sealed with our respective seals and dated this..... day of2005

WHEREAS the Contractor by an Agreement made between the Authority of the one part
and the Contractor of the other part has entered into a Contract viz
.....
(hereinafter called "**the Contract**") for the supply, implementation and maintenance of the
works as therein mentioned in conformity with the provisions of the Said Contract.

NOW THE CONDITION OF THE ABOVE WRITTEN Bond is such that if the Contractor
shall duly perform and observe all the terms, provisions, conditions and stipulations of the
Contract on the Contractor's part to be performed and observed according to the true
purport, intent and meaning thereof or if on default by the Contractor the Sureties shall
satisfy and discharge the damages sustained by the Authority thereby up to the amount of
the above written Bond then this obligation shall be null and void but otherwise shall be and
remain in full force and effect but no alteration in terms of the Contract or in the extent or
nature of the thereunder or in respect of the obligations to correct defects thereunder and no



allowance of time by the Authority or the Project Officer under the Contract nor any forbearance or forgiveness in or in respect of any matter of thing concerning the Contract on the part of the Authority or the said Project Officer shall in any way release the Sureties from liability under the above written Bond.

Provided Always that the above obligations of the Sureties to satisfy and discharge the damages sustained by the Authority shall arise only if a claim by the Authority is accompanied by either:

- (a) a written notice from the Authority and the Contractor that the Authority and the Contractor have mutually agreed that the amount of damages concerned is payable to the Authority, or
- (b) a legally certified copy of a judgement of a court having jurisdiction or of an award issued in arbitration proceedings carried out in conformity with the terms of the said Contract under which damages are payable by the Contractor to the Authority, together with a statement by the Authority showing the amount of the damages which remain unsatisfied at the date of and the claim is made within one month after the issue of the final certificate of payment under the Contract unless prior to the expiry of such period either party shall have commenced proceedings arising out of the Contract in which event any such claim shall be made not later than three months after such proceedings have been finally concluded.

THE COMMON SEAL OF)
was hereunto affixed)
in the presence of)

THE COMMON SEAL OF)
was hereunto affixed)
in the presence of)

