



ALL CORRESPONDENCE TO BE ADDRESSED TO THE GENERAL MANAGER

Central Electricity Board

CORPORATE OFFICE

P.O. BOX 134 | Rue du Savoir | Cybercity, Ebène 72201

MAURITIUS

TEL No. : (230) 404 2000
TELEFAX No. : (230) 454 7630 / 7632
E-MAIL : ceb@intnet.mu
WEBSITE : ceb.mu
VAT Reg. No. : VAT22000591
BRN : F07000041

OUR REF: **SCD\2023\757**

YOUR REF:

29 November 2023

Award of Procurement Contract No.: OAB-IT-23-4738 (IFB6817)

Notice under Section 40(7) of the Public Procurement Act

This is to notify that following the bidding exercise carried out by the Central Electricity Board bearing tender reference no: OAB-IT-23-4738 (IFB6817) Procurement of Internal Firewall and Related Services, the contract has been awarded as follows:

Description	Name & Address of Selected Bidder	Total Price Excl. VAT (MUR)
Procurement of Internal Firewall and Related Services	JV Stor Systems Ltd and NS Business Solutions Ltd 1 st Columbia Court St Jean Road Quatre Bornes	8,562,744.20

R. Chowdharry
Officer-In-Charge



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OUR REF: **SCD\2023\756**

YOUR REF:

29 November 2023

The JV Stor Systems Ltd and NS Business Solutions Ltd
1st Columbia Court
St Jean Road
Quatre Bornes

Email: joy.bahadoor@stor-systems.com
Attn: Mr. J. Bahadoor

Dear Sir,

OAB-IT-2023-4738 (IFB6817) - Procurement of Internal Firewall and Related Services
Letter of Acceptance

Further to your offer dated 11 September 2023, the Central Electricity Board has the pleasure to award to you the Contract for the total amount of **MUR 8,562,744.20** (MUR Eight million five hundred and sixty two thousand seven hundred and forty four and cents twenty) excluding VAT, as detailed hereunder:

No.	Description	Make / Model	Qty	Unit Price (MUR)	Total Price (MUR)
1	Internal Firewall Nodes	Fortigate FG 1001 F	2	4,021,372.10	8,042,744.20
2	Implementation	N/A	1 Lot		100,000.00
3	Local Support and Maintenance (3 Years)	N/A	1 Lot		420,000.00
Total Amount Excl. VAT					8,562,744.20
VAT (15%)					1,284,411.63
Total Amount Incl. VAT					9,847,155.83

The SFP modules and patch cords to be supplied (part of no. 1 in table above) are as follows:

No	Description	Model / Technical Details	Quantity
1	SFP Modules 1GB	1 GE SFP SX Transceiver module – Fortinet FN-TRAN-SX	22
2	Fiber Patch Cords	MM OM3 DX FO LC-LC 3M	22
3	Copper Patch Cords for 10 GB Zones (In-built RJ 45 Ports)	Cat 6A 3M	12
4	Copper Patch Cords for HA	Cat 6A 15M	2

Our acceptance is subject to you submitting a Performance Security in the format annexed herewith, valid up to **31 May 2024** and amounting to **MUR 856,274.42**. The Performance Security shall be established by a Commercial Bank operating in Mauritius and submitted by 19 December 2023 at latest.

Schedule of Requirements

You shall adhere to Section V – Schedule of Requirements and Technical Specifications of the bidding document.

Delivery Time

The Internal Firewall Nodes shall be delivered at CEB Store Curepipe within fourteen (14) weeks as from date of issue of this Letter of Acceptance. Implementation and Customized training shall be within four (4) weeks following the delivery of the equipment. In this respect you shall liaise with our responsible officer, Mr. S. Abacousnac on Phone no: 404 2000 at CEB Corporate Office, Ebene.

Liquidated Damages

Liquidated damages shall be applied at the rate of 2.0% of the total contract amount per week of delay or part thereof up to a maximum of 10%.

Payment Terms

The payment structure shall be as follows:

- a. 30% of the total amount representing the supply of Internal Firewall Nodes and the implementation cost will be paid after delivery, satisfactory inspection of the firewall nodes and submission of certificate of origin.
- b. The remaining 70 % payment will be done following successful commissioning of the project and taking-over by CEB.

Payment of Local Support and Maintenance (LSM) – Year 1

- 90 % of the LSM will be paid at the start of the contract, subject to the Service Level Agreement being signed by the CEB and the supplier.
- 10 % will be retained and released after expiry of the contract. Same may not be released failure from your part to abide to the conditions of the Service Level Agreement between you and the CEB.

Year 2 and Year 3 shall be renewed subject to satisfactory performance.

All payment shall be effected within twenty one (21) days after supply of the services to CEB's satisfaction and upon submission of all relevant documents.

Warranty and Licenses

The period of warranty including labour, parts and transport shall be for a period of three (3) years as from the successful taking over by CEB.

Contract

The following documents shall in order of priority constitute the Contract between the CEB and your firm and each shall be read and construed as an integral part of the Contract:

- (a) The CEB's Letter of Acceptance dated 29 November 2023.
- (b) The Special Conditions of Contract.
- (c) The General Conditions of Contract.
- (d) The Employer's Requirements (including the Technical Specifications, Schedule of Requirements).
- (e) The Supplier's Bid dated 11 September 2023.

Yours faithfully,



R. Chowdharry
Officer-in-Charge

Encl: Performance Security Format

Performance Security

[The bank/Insurance Company, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

Bank/Insurance Company's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire NOT earlier than 60 days of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signatures of authorized representatives of the bank/insurance company and the Supplier]

¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

**Executive Summary of Bid Evaluation Report
(Goods and Services)**

Contract No. OAB-IT-2023-4738 (IFB 6817)

1. **Scope of contract:** Procurement of Internal Firewall and related services
2. **Procurement method used:** OAB
3. **Date of invitation of bids:** 26 July 2023
4. **Bid closing date:** 11 September 2023
5. **Bid opening date:** 13 September 2023
6. **Number of bids received by closing date:** Eight (8)

Bidder's Name	Price at Bid Opening <i>MUR Excl VAT</i>
Manser Saxon Contracting Ltd	10,556,442.00
Secure Services Mauritius Ltd	10,850,020.00
Emtel Ltd	9,697,383.28
Infosystems AA Ltd	12,448,460.42
Cybernaptics Ltd	13,914,000
Blanche Birger co Ltd	10,895,640
Leal Communications & Informatics Ltd.	13,724,000
Stor Systems Ltd in Joint Venture with NS Business Solutions Ltd	8,562,744.19

7. Recommendation:

The joint venture – Stor System Ltd and NS Business Ltd is the lowest technically responsive bid and is recommended for the award the Procurement of Internal Firewall and Related Services for the total amount of MUR 8,562,744.20 exclusive of VAT, as detailed in table 1 below. Local support and maintenance for year 1 will be awarded upfront and for year 2 and 3, it will be renewable on a yearly basis based on satisfactory performance.

No	Description	Make/Model	Qty	Unit Price MUR Excl VAT	Total Price MUR Excl VAT
1	Internal Firewall Nodes including SFP modules and patch cords	Fortigate FG 1001 F	2 Units	4,021,372.10	8,042,744.20
2	Implementation, Training and Documentation	N/A	1 Lot	N/A	100,000
3	Local Support and Maintenance – Year 1	N/A	1 Lot	N/A	140,000
4	Local Support and Maintenance – Year 2	N/A	1 Lot	N/A	140,000
5	Local Support and Maintenance – Year 3	N/A	1 Lot	N/A	140,000
	Total Cost		-	-	8,562,744.20

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Document Name: Procurement of Internal Firewall and Related Services
 Tender NO. : CEB/IFB/2023/6817

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:

Insert N/A if response is NOT APPLICABLE or N/AV if response is NOT AVAILABLE:

To: Central Electricity Board

We, the undersigned, declare that::

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Number: 2 Addendas
- (b) We offer to supply in conformity with the Bidding Documents Procurement of Internal Firewall and Related Services and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:
- (c) The total price of our Bid, excluding VAT and any discounts offered in item (d) below, is:

Bid price, excluding VAT and discount, for base offer:

Amount in figures	Item Reference
8562744.19 Mauritian Rupee (Eight Million Five Hundred Sixty Two Thousand Forty Four Rupees And Nineteen Cents Only)	FIREWALL

Bid Price for first option (at Bidder's discretion, where applicable) excluding VAT and discount:

Amount in figures	Item Reference

Bid Price for second option (at Bidder's discretion, where applicable) excluding VAT and discount:

Amount in figures	Item Reference

(d) If our bid is accepted, the following discounts, excluding VAT, shall apply:

Discount and methodology of its applications for base offer (at Bidder's discretion, where applicable)::

Amount in figures	Methodology of application	Item Reference

Discount and methodology of its applications for first option (at Bidder's discretion, where applicable)::

Amount in figures	Methodology of application	Item Reference

Discount and methodology of its applications for second option (at Bidder's discretion, where applicable)::

Amount in figures	Methodology of application	Item Reference

(e) Our bid shall be valid for a period as specified in ITB 90 18.1. from the date fixed for Bid Submission Deadline in according to ITB sub-clause 21.1:

Government of Mauritius e-Procurement System

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Tender NO.: CEB/IFB/2023/6817

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 36 and GCC Clause 32 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries:

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(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.4.;

(i) Our firm, its affiliates or subsidiaries-including any subcontractor or supplier for any part of the contract-have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Mauritius or official regulations in accordance with ITB Sub-Clause 4.6:

(j) **Margin of Preference:**

We do not apply for Margin of Preference

(k) **The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract (if none has been paid or is to be paid, indicate 'NONE'):**

NA

(l) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereunder and subscribe fully to the terms and conditions contained therein, if a Bid Securing Declaration is required. We understand that non-compliance to the conditions mentioned may lead to disqualification.:

(m) We are hereby submitting copy of our Bid Security, if so required by the procuring entity, in lieu of the Bid Securing Declaration.:

(n) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution: i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.:

(o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.:

(p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.:

Name of Person duly authorized to digitally signing the bid: JOY BAHADDOOR

In the capacity of: Business Development Manager

Duly authorized to digitally sign the bid for and on behalf of: Stor Systems Ltd

Bid Securing Declaration:

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By subscribing to the undertaking in respect of paragraph (1) of the Bid Submission Form: I/We accept that I/we may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we: (a) have modified or withdrawn my/our Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or (b) have refused to accept a correction of an error appearing on the face of the Bid; or (c) having been notified of the acceptance of our Bid by the public body during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

COMMERCIAL EVALUATION TEMPLATE FOR GOODS PROCUREMENT

The data in this template is in read only mode and will be used for evaluation processes after opening of bids. You are only required to decrypt and re-encrypt this template.:

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Government of Mauritius e-Procurement System

Document Name: Procurement of Internal Firewall and Related Services

Tender NO. : CEB/IFB/2023/6817

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Purchaser is The Central Electricity Board
GCC 1.1 (m)	<p>The final Destination is at the CEB Curepipe</p> <p>Prior to acceptance, an inspection will be carried out by a CEB IT Officer to make sure that the equipment complies with the technical requirement. In case of any deviations , the supplier shall do needful accordingly within the delivery period.</p>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2022.
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention:</p> <p>The Officer-in-Charge, Central Electricity Board Rue du Savoir Cyber City, Ebene Mauritius</p> <p>Telephone: (230) 404-2000 Facsimile number: (230) 454-7630/32 Electronic mail address: <u>ceb@intnet.mu</u></p>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>In the case of a dispute, that has remained unresolved between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Mauritius. GCC 10.2 (a) – All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of</p>

	Commerce by one or more arbitrators appointed in accordance with said Rules.
GCC 13.1	<p>Details of documents to be furnished by suppliers are:</p> <ol style="list-style-type: none"> 1. Suppliers VAT Invoice 2. Delivery Note 3. Warranty document (Including vendor warranty) 4. Any Other Document
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	<p>The method and conditions of payment to be made to the bidders under this Contract shall be within twenty-one (21) working days upon submission of an Invoice and any other related documents.</p> <p>In case the Supplier is an SME, payment will be effected within 14 working days.</p>
GCC 16.4 (b)	<p>Bidders shall be paid in Mauritian Rupees only. The prices shall NOT be adjustable to fluctuation in the rate of exchange.</p> <p>Payment terms</p> <p>One-Off Cost (Firewall and Implementation/Training/Documentation Cost)</p> <p>30 % payment will be effected after delivery & inspection of goods.</p> <p>70% payment will be effected at completion of the project and commissioning.</p> <p>Local Support & Maintenance</p> <p>90 % payment will be effected following signature of the SLA contract.</p> <p>10% will be retained and released 30 days after expiry of contract. The 10% may not be released, if the supplier fails to abide by the conditions specified in the SLA.</p>

GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security of an amount equivalent to 10% of the total contract value shall be required within 21 days from the issue of a Letter of Acceptance from a Commercial Bank/Insurance Company operating in Mauritius as per format enclosed. The Performance Security shall be valid 60 days beyond the final delivery date.
GCC 18.3	The Performance Security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.
GCC 18.4	Discharge of the Performance Security shall take place as indicated in sub clause GCC 18.4
GCC 23.2	The packing, marking and documentation within and outside the packages shall be as appropriate
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the goods to CEB Store shall be on the bidders
GCC 26.1	The inspections and tests shall be: The Manufacturer shall carry out all routine tests, if applicable, and submit all the tests report to the CEB or its representative at the time of pre-shipment inspection, for verification.
GCC 26.2	The Inspections and tests shall be conducted at the Supplier's Factory.
GCC 27.1	The liquidated damages (LD) shall be 2.0 % of the contract value per week of delay or part thereof that has not been delivered.
GCC 27.1	The maximum amount of liquidated damages shall be 10% of the contract value.
GCC 28.3	The period of warranty is at least 3 years onsite including labour, parts and transport.
GCC 28.5	The period for repair or replacement is specified in the technical specification sheet