
REQUEST FOR PROPOSAL (RFP)

Local Internet Access Services in Kuwait

for the DEPARTMENT OF NATIONAL DEFENCE (DND)

Bid Solicitation Number: W8484-219970

Submit Proposals by email to Adele van der Starren

Email to: DMajProc7Bids.DAchatsImp7Soumissions@forces.gc.ca

(DND will confirm receipt of proposal)

Submit Inquiries by email to DMajProc7Bids.DAchatsImp7Soumissions@forces.gc.ca

RFP Closing Time and Date:

18 February 2021, at 11am (EST)

(All proposals must be received by DND by the RFP Closing Time and Date)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses, and Annex A, Statement of Work.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 02, Procurement Business Number is deleted in its entirety.

Section 05, Submission of Bids – Subsection 3 is deleted.

Section 20, Further Information – Subsection 2 is deleted.

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation document.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in sections as follows:

- Section I: Technical Bid, one (1) soft copy by email
- Section II: Financial Bid, one (1) soft copy by email
- Section III: Certifications, one (1) soft copy by email

Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

- By submitting a bid, the bidder is certifying that they meet and accept the terms and conditions of the resulting contract clauses including the mandatory criteria as outlined in Annex A, Statement of Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (Annex B).

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' proposal must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Bidder should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Criteria	Description	Met/Not Met	Proposal Page Number
	The Contractor must provide symmetrical unfiltered Internet service up to 200 Mbps with the following features:		
M1	One (1) x one hundred and fifty (150) Mbps uplink for International use that is upgradeable to 200Mbps		
M2	One (1) x one hundred fifty (150) Mbps downlink unrestricted bandwidth Internet connection for International use that is upgradeable to 200Mbps		
M3	Thirty-two (32) public and static IP addresses		
M4	IPSec (Internet Protocol Security) authorized		
M5	Internet Protocol 50 (Encapsulating Security Payload) authorized		
M6	Network Address Translation turned off		
M7	All ports open and unrestricted		
M8	The Contractor must provide the entire networking infrastructure to the demarcation point, including the termination at the router		
M9	The Contractor must have at least three (3) years of experience providing high speed internet in Kuwait		

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Evaluation of Price

The price of the bid will be evaluated in KWD. Bidder must complete Annex B following the instructions provided within the Annex.

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0069T (2007-05-25), Basis of Selection.

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.2 Awarding of Multiple Contracts:

(a) Bidders are to note that since two (2) contracts are to be awarded, not more than one contract will be awarded to any one company (this includes subsidiaries of the company).

This condition is being implemented to mitigate the risk of service interruptions due to vendor and subsidiary technical difficulties that result in internet outages.

(b) Two (2) contracts will be awarded to successful bidders in order of lowest evaluated price.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Payment Instruments

The Bidder must provide the information requested at Annex C "Electronic Payment of Invoices".

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) 2020-05-28, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from 1 March 2021 to 31 March 2022 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional six (6) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Adele van der Starren
Title: Procurement Officer
Directorate: D Maj Proc 7-5-3
Department of National Defence
Address: 101 Colonel By Drive
Ottawa Ontario Canada
K1A 0K2

Telephone: 613-219-0786
E-mail address: adele.vanderstarren@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority will be provided at Contract Award.

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative*To be inserted at Contract Award*

The Contractor has identified the following individual as its representative for administrative matters relating to the Contract.

Contractor Representative's Contact Information.

Name: _____

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

6.6 Payment**6.6.1 Basis of payment: Fixed time rate – Ceiling price (C1206C – 2017-08-17)**

The Contractor will be paid for the Work performed in accordance with the Basis of payment at Annex B, to a ceiling price of \$ _____ (*insert amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

6.6.2 Limitation of Price (C6000C – 2017-08-17)

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.3 Term of Payment – Monthly Payment (H1008C 2008-05-12)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.6.4 (if applicable – to be inserted at contract award) Electronic Payment of Invoices – Contract (H3027C 2016-01-28)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

(To be inserted at contract award)

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.7.2 Invoices must be distributed as follows:

6.7.2.1 One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C 2020-05-28 General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Defence Contract

SACC *Manual* clause [A9006C](#) 2012-07-16 Defence Contract

ANNEX "A" STATEMENT OF WORK

1.0 SCOPE:

1.1 The Canadian Armed Forces (CAF) Operational Support Hub – South West Asia (OSH-SWA) has a requirement for Local Internet Access Services (LIAS) for the following initial period : 01 March 2021 to 31 March 2022 (inclusive), with two (2) additional six (6) months option periods;

1.2 Specifically, the CAF needs to access public internet services at Ali Al Salem Air Base, Kuwait:

Location	Contract Type	Service	Start Date	Completion Date	Option Periods
AASAB	Internet Services	LIAS; hardline; 150 Mbps	01 Mar 2021	31 Mar 2022	2 x 6 month periods

2.0 MANDATORY TECHNICAL REQUIREMENTS:

2.1 The Contractor must provide LIAS from 01 March 2021 until 31 March 2022, with the option to extend for an additional two (2) six (6) months periods as required;

2.2 The Contractor must provide Internet Service at the following location:

2.2.1 Camp Canada, Ali Al Salem Air Base, Kuwait;

2.3 The Contractor must provide unfiltered symmetrical Internet service at 150 Mbps with the following features:

2.3.1 One (1) x one hundred and fifty (150) Mbps uplink for International use;

2.3.2 One (1) x one hundred fifty (150) Mbps downlink unrestricted bandwidth Internet connection for International use;

2.3.3 Thirty-two (32) public and static IP addresses;

2.3.4 IPSec (Internet Protocol Security) authorized;

2.3.5 Internet Protocol 50 (Encapsulating Security Payload) authorized;

2.3.6 Network Address Translation turned off; and

2.3.7 All ports open and unrestricted.

2.4 During the contracted period, provision must be made to allow for the upgrade to 200 Mbps and/or reduction in available bandwidth capacity (back to 150 Mbps if bandwidth has been raised to 200 Mbps) in accordance with the CAF OSH-SWA operational tempo, given 30 days' notice.

3.0 CONTRACTOR RESPONSIBILITIES:

- 3.1** The Contractor must provide the entire networking infrastructure to the demarcation point, including the termination at the router. The Internet service must be terminated at the Ali Al Salem Air Base Kuwaiti Communications Bunker and be recognized by both parties as the official demarcation point between the Contractor and OSH-SWA;
- 3.2** The Contractor must provide network support on a 24/7 basis. The Contractor must ensure that the Telecommunication Links (i.e., the entire circuit path that the Contractor has provided, both space and terrestrial components) is maintained at an operational availability at no less than 99.5% at each Point of Presence (PoP), measured monthly. This will be calculated as follows: $(\text{Link Uptime} - \text{Link Downtime}) \times 100\% = \text{Link Availability}$;
- 3.3** The Contractor must provide a proficient English-speaking person as a primary point of contact for all Internet service matters;
- 3.4** The Contractor must inform the OSH-SWA Departmental Representative of any scheduled service outages or maintenance two (2) weeks prior to the outage, and must include an hourly status update during the outage and estimated time for service restoration. In the case of unscheduled service outages, the Contractor must also provide a status update and estimated time of repair every six (6) hours or upon resolution, whichever comes first;
- 3.5** The Contractor must be able to respond to critical service outages within twenty-four (24) hours. As a condition of the contract, the Contractor must ensure they are able to provide their staff with access to Ali Al Salem Air Base through the US Air Force Entry Control Point located on `The Rock`, the US Air Force facility at Ali Al Salem Air Base;
- 3.6** The Contractor must liaise with the Contract Authority on any financial, or contractual issues that may arise;
- 3.7** The Contractor must conduct regular site visits in order to inspect and maintain their network infrastructure and it to liaise with the Technical Authority on any technical issues that may arise;
- 3.8** The Contractor must provide OSH-SWA with the ability to cancel service without penalty given a minimum of one (1) month notice; and
- 3.9** The Contractor will insure that for each interruption of service of more than six (6) hours per day (between 00:00 to 23:59), Canada will not be charged for the service that day.

4.0 CAF RESPONSIBILITIES:

- 4.1** Provide necessary points of contact and identify installation locations;
- 4.2** CAF Technicians will perform cable and equipment installation from the demarcation point. Once again, the Contractor is responsible for service to the demarcation point, including the switch;
- 4.3** Coordinate escorts if required; and
- 4.4** Report any deficiencies/discrepancies to the Contractor immediately upon discovery.

5.0 ACCESS REQUIREMENTS:

- 5.1** The Contractor must obtain and maintain valid clearances (security and others as applicable) to access Ali Al Salem Air Base and must ensure that access for Contractor staff is maintained in

order to resolve any service calls about issues affecting the services provided under this Contract;

5.2 The Contractor must obtain and maintain valid clearances (security and others as applicable) to access the Kuwaiti Communications Bunker on Ali Al Salem Air Base in order to perform maintenance and resolve service issues under this Contract; and

5.3 Paragraphs 5.1 and 5.2 apply for the entire duration of the Contract.

6.0 DELIVERABLES

6.1 The Contractor on a monthly basis must provide to the OSH-SWA Department Representative a list of available IT technicians outlining what the technician can troubleshoot/fix and a confirmation of their access to Ali Al Salem Air Base;

6.2 Upon request, the Contractor must provide proof that they hold a minimum of four (4) separate passes that grant access to Ali Al Salem Air Base in order to provide services for this requirement. Copies of the passes are acceptable as proof.

ANNEX "B" Basis of Payment

Initial Contract Period

Initial Contract Period: 1 March 2021 – 31 March 2022				
Item #1	Description	Daily Rate*	Weekly Rate*	Monthly Rate*
1	LIAS as described in SOW (150 Mbps)	\$ _____	\$ _____	\$ _____

Option Period 1

Option Period 1: 1 April 2022 – 30 September 2022				
Item #1	Description	Daily Rate*	Weekly Rate*	Monthly Rate*
1	LIAS as described in SOW (150 Mbps)	\$ _____	\$ _____	\$ _____

Option Period 2

Option Period 2: 1 October 2022 – 31 March 2023				
Item #1	Description	Daily Rate*	Weekly Rate*	Monthly Rate*
1	LIAS as described in SOW (150 Mbps)	\$ _____	\$ _____	\$ _____

Initial Contract Period – If option to upgrade service to 200 Mbps is exercised

Initial Contract Period: 1 March 2021 – 31 March 2022				
Item #1	Description	Daily Rate*	Weekly Rate*	Monthly Rate*
1	LIAS as described in SOW (200 Mbps)	\$ _____	\$ _____	\$ _____

Option Period 1

Option Period 1: 1 April 2022 – 30 September 2022				
Item #1	Description	Daily Rate*	Weekly Rate*	Monthly Rate*
1	LIAS as described in SOW (200 Mbps)	\$ _____	\$ _____	\$ _____

Option Period 2

Option Period 2: 1 October 2022 – 31 March 2023				
Item #1	Description	Daily Rate*	Weekly Rate*	Monthly Rate*
1	LIAS as described in SOW (200 Mbps)	\$ _____	\$ _____	\$ _____

*all prices must be listed in KWD

ANNEX "C" Electronic Payment of Invoices

Electronic Payment of Invoices – Bid (H3027T 2016-01-28)

Canada requests that Bidders complete option 1 or 2 below:

1. Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Wire Transfer;

2. Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.