# Table of Contents

**Network-as-a-Service Playbook**

**Logistics & Warehousing**

**RFI/RFP Template**

**(Draft)**

**<NaaS Operator’s Name>**

**

*<Release Date>*

[Table of Contents 1](#_Toc52291538)

[Document Control 4](#_Toc52291539)

[1 Disclaimer 5](#_Toc52291540)

[2 Confidentiality 5](#_Toc52291541)

[3 Information for Bidders 6](#_Toc52291542)

[3.1 Introduction 6](#_Toc52291543)

[3.2 Objectives of RFP / Statement of purpose 6](#_Toc52291544)

[3.3 Background information: Geographical Area of Interest 6](#_Toc52291545)

[3.4 RFP Schedule and Timelines 6](#_Toc52291546)

[3.5 RFP queries 7](#_Toc52291547)

[3.6 Point Of Contact 7](#_Toc52291548)

[3.7 RFP Terms and Conditions 8](#_Toc52291549)

[3.8 Additional Information 9](#_Toc52291550)

[3.8.1 Revisions to the RFP 9](#_Toc52291551)

[3.8.2 Cost Liability 9](#_Toc52291552)

[3.8.3 Joint Venture 9](#_Toc52291553)

[3.8.4 Price Alteration 9](#_Toc52291554)

[3.8.5 Bid Errors 9](#_Toc52291555)

[4 Scope Of Work 10](#_Toc52291556)

[4.1 Technical Requirements 10](#_Toc52291557)

[4.1.1 Logistics & Warehousing Services Requirements 10](#_Toc52291558)

[4.1.2 Ownership of Key Tasks 11](#_Toc52291559)

[4.1.3 Logistics & Warehousing Performance Requirements 11](#_Toc52291560)

[5 Bid Proposals preparation and submission (RFP Instructions and Deliverables) 12](#_Toc52291561)

[5.1 Submission Instructions 12](#_Toc52291562)

[5.2 Bid Proposal Content 12](#_Toc52291563)

[5.2.1 Presentation Letter 12](#_Toc52291564)

[5.2.2 Non-Disclosure Agreement 12](#_Toc52291565)

[5.2.3 Statement of Compliance 12](#_Toc52291566)

[5.2.4 Executive Summary 13](#_Toc52291567)

[5.2.5 Bidders company organization and experience 13](#_Toc52291568)

[5.2.6 Technical Proposal 15](#_Toc52291569)

[5.2.7 Pricing Proposal 15](#_Toc52291570)

[6 RFP Proposal Evaluation 16](#_Toc52291571)

[6.1 Right to waive 16](#_Toc52291572)

[6.2 Proposal Evaluation Committee 16](#_Toc52291573)

[6.3 Oral Presentations and/or Clarification of Bid Proposals 16](#_Toc52291574)

[6.4 Evaluation Criteria 16](#_Toc52291575)

[6.4.1 Technical Evaluation 16](#_Toc52291576)

[6.4.2 Price Evaluation 17](#_Toc52291577)

[6.4.3 Total Proposal Score 17](#_Toc52291578)

[6.4.4 Bid Discrepancies 17](#_Toc52291579)

[6.4.5 Evaluation of Bid Proposals 17](#_Toc52291580)

[6.5 Negotiation and Best and Final Offer (BAFO) 17](#_Toc52291581)

[7 Contract Award 19](#_Toc52291582)

[7.1 Contract 19](#_Toc52291583)

[7.2 Contract terms and conditions 19](#_Toc52291584)

[7.2.1 Contractor Responsibilities 19](#_Toc52291585)

[7.2.2 Substitution of staff 19](#_Toc52291586)

[7.2.3 Substitution or addition of Subcontractor(s) 19](#_Toc52291587)

[7.2.4 Ownership of Material 20](#_Toc52291588)

[7.2.5 Data Confidentiality 20](#_Toc52291589)

[7.2.6 Licenses and Permits 21](#_Toc52291590)

[7.2.7 Remedies for Failure to comply with Contract Requirements 21](#_Toc52291591)

[7.2.8 Late Delivery 21](#_Toc52291592)

[7.2.9 Scope of Work reduction 21](#_Toc52291593)

[7.2.10 Suspension of Work 21](#_Toc52291594)

[7.2.11 Change in Law 21](#_Toc52291595)

[7.2.12 Non discrimination clause 22](#_Toc52291596)

[7.2.13 Additional work and/or special products 22](#_Toc52291597)

[7.2.14 Form of compensation and payment 23](#_Toc52291598)

[7.2.15 Indemnification 23](#_Toc52291599)

[7.2.16 Professional Liability Insurance 23](#_Toc52291600)

[7.3 Contract Management 24](#_Toc52291601)

# Document Control

- Revision Control sheet allows to maintain a record of changes made on the document.

|  |  |  |  |
| --- | --- | --- | --- |
| Version N° | Issue Date | Status | Reasons for Change |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Table 1. Revision History

# Disclaimer

Nothing in this Request for Proposal (the "RFP") shall be construed to create any legal obligation on the part of Naas Operator, or any other related entity or person; or the respondent to this RFP. This RFP does not convey a commitment to award a contract or to bind the Tenderer. The successful Tenderer will be required to execute an agreement with NaaS Operator that will govern the rights, duties and obligations between NaaS Operator and such successful Tenderer.

NaaS Operator reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall NaaS Operator or any of its affiliates, employees or representatives be liable to the Tenderer for any cost or damages incurred in connection with this RFP process including, but not limited to costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. For the avoidance of doubt, no Tenderer shall be entitled to payment from NaaS Operator or any other related entity for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of NaaS Operator. A Tenderer may also withdraw its interest in this RFP in writing, at any point in time, as more information becomes known to it. NaaS Operator is not bound to accept, nor to provide any reason for rejecting a Tenderer’s proposal.

# Confidentiality

Please note that, by responding to this RFP, you agree to hold the information presented in this RFP, including any information that is subsequently disclosed by NaaS Operator or any of its Representatives during the proposal process, in strict confidence. In addition, you agree that you will not disclose, reproduce or distribute any such information in whole or in part, directly or indirectly, (or permit any of the foregoing) to any persons, other than to your Representatives to the extent that such disclosure, reproduction or distribution is strictly necessary for the purposes of submitting a response to this RFP.

You further agree that neither you nor any of your Representatives will, without the prior written consent of NaaS Operator, use any information provided in this RFP for any purpose other than for the submission of a response to this RFP and that neither you nor any of your Representatives will make, permit or assist any other person to make any public announcement in relation to the contents of this RFP.

The involvement of any third party in preparation of a response to this RFP shall be agreed upon in advance with NaaS Operator, without prejudice to your obligations herein, and such third party shall be required to sign a non-disclosure agreement with NaaS Operator prior to participating in the preparation of a response to this RFP.

For purposes of this clause, a "Representative" shall mean the Tenderer’s affiliates, directors, officers, employees, agents, contractors and advisers.

# Information for Bidders

## Introduction

NaaS Operator is in the process of designing, building, deploying, operating and maintaining a Mobile network in the geographical area specified in the section 3.3.

The purpose of this RFP is to solicit Bid Proposals for Logistics and Warehousing services, including the storage of mobile network equipment and transportation services to final locations.

The intent of this RFP is to award a contract to the bidder whose bid proposal is considered as more valuable for the NaaS Operator according to technical, price and other factors which will be evaluated.

## Objectives of RFP / Statement of purpose

The objective of the Logistics and Warehousing RFP is to obtain information and proposals from potential Vendors that can provide the Logistics and Warehousing services described in the Scope of Work (section 4).

The engagement model that the NaaS Operator is pursuing is a turnkey solution which will include storage of the mobile network equipment and the transportation services to deploy the required RAN sites.

Received proposals will be evaluated by the NaaS Operator with the final objective to select one or several partners. The proposals will be evaluated both from a pricing and a technical point of view.

## Background information: Geographical Area of Interest

The current RFP document aims to select Vendors for Logistics and Warehousing Services for the following Geographical Areas:

*NaaS Operator will include here the list of Geographical Areas and Geographical maps identifying the Areas of Interest.*

## RFP Schedule and Timelines

This section defines the relevant dates affecting the RFP process. Contractors must deliver their responses and the Naas Operator must complete the process phases according to this schedule. Contractors may request and justify extensions when required to produce a better response. If accepted by the NaaS Operator, the extension shall be applicable to all contractors.

| RFx Milestone | Content | Date |
| --- | --- | --- |
| RFx Submitted to Respondents | RFx sent to potential Respondents | RFx Start Date |
| Acknowledgement of RFx Process | Respondents to confirm intention to respond | +2 days |
| Vendor Prequalification Submission (refer to section 5.2.5.1) | Respondents send prequalification form | +2 weeks |
| Vendor Prequalification Response | Naas Operator confirms or drops invitation to respond | +1 week |
| Contractor Query Submission  (refer to section 3.5) | Respondents send questions related to the RFx | +2 weeks |
| Contractor Query Response | Naas Operator provides responses to questions | +1 week |
| Proposal Submission | Respondents submit their proposals | +2 weeks |
| Contractor Selection | Naas Operator defines short list of Respondents | +2 weeks |
| Contract Negotiation | Contract negotiation begins with preferred Respondent | +1 week |
| Contract Sign-off | Contract is signed | +2 weeks |
| Project Kick-Off Meeting | Project initiation meeting | + 2 weeks |
| Project Work Begins | On-site Project commences | + 2 weeks |

## RFP queries

The proponent may submit queries regarding any part of this RFP before the corresponding deadline established in the RFP Schedule and Timelines in 3.4.

The queries shall be submitted using the attached Excel spreadsheet including the following columns, in the specified order:

* RFP Document
* RFP Section and Page
* Paragraph Number
* Question
* NaaS Operator response

NaaS Operator can use for this purpose the RFx Tender Queries template provided with this module.

## Point Of Contact

Any questions in relation to this RFP shall be sent by email uniquely to the contacts below referencing the ***Tender number and Title*** in the subject line:

|  |  |
| --- | --- |
| Name: | Email: |
| NaaS Operator Contract Manager |  |
|  |  |

## RFP Terms and Conditions

Without prejudice to any terms and conditions subsequently agreed between NaaS Operator and the successful Tenderer, the following general terms and conditions will govern the engagement with the Tenderer:

* + - The official language of the project is English; thus, all final deliverables shall be submitted in English unless otherwise agreed in writing by NaaS Operator.
    - The Tenderer commits to protect the confidentiality of information relating to the services provided, in accordance with the signed Non-Disclosure Agreement ("NDA") with NaaS Operator.
    - The Tenderer shall not employ this document in any form or capacity that is damaging to NaaS Operator.
    - NaaS Operator reserves the right to accept or reject any or all the proposals, and to amend this RFP, request the re-submission of proposals, request clarifications from the Tenderer(s), or withdraw this RFP in part or in whole without providing justification or notice.
    - Any responses or comments received from the Tenderer(s) after the submission of the RFP or the deadline of submission will not be considered, unless explicitly requested by NaaS Operator.
    - The Tenderer shall disclose any conflicts of interest that exist or expected to arise during the undertaken project(s), including conflicts related to the firm's leadership and team members.
    - NaaS Operator reserves the right to require the Tenderer to replace a specific member of the project team due to lack of performance and/or requisite competency.
    - NaaS Operator reserves the right to request an interview with proposed team members prior to awarding the project to the Tenderer(s).
    - NaaS Operator reserves the right to suspend and/or cancel the project if any unlawful practices or unethical activities carried out by the Tenderer(s) were discovered, including (but not limited to) gifts, kick-backs, and commissions, that can impact the course of the bidding process/project.
    - All the project deliverables and outcomes shall be submitted with an official form that is approved by both parties and signed by the authorised personnel.
    - NaaS Operator reserves the right to seek retribution in the event of non-compliance by the Tenderer(s) with any of the general terms listed in this RFP or the signed Non-Disclosure agreement. Such retribution may include but is not limited to suspension of all works and services being rendered, as well as financial and/or legal compensation.
    - NaaS Operator reserves the right to invite Tenderers to present their proposal at its headquarters without reimbursing any costs related to this exercise to the Tenderers.

## Additional Information

### Revisions to the RFP

The NaaS Operator reserves the right to modify the terms of the RFP at any time prior to the closing date and time, including the right to cancel the RFP at any time prior to entering into a contract with a proponent. In such case, Proponents shall be notified of the modifications, and the RFP Schedule shall be updated accordingly.

### Cost Liability

In no event shall NaaS Operator or any of its affiliates, employees or representatives be liable to the Tenderer for any cost or damages incurred in connection with this RFP process including, but not limited to costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. For the avoidance of doubt, no Tenderer shall be entitled to payment from NaaS Operator or any other related entity for any costs, expenses or fees related to this RFP.

### Joint Venture

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s bid proposal. Authorized signatures from each party comprising the joint venture must sign the bid proposal. Separate documentation will be requested to each party of the joint venture including Non-Disclosure Agreement, Company Organization and Experience and other information as required by the NaaS Operator.

### Price Alteration

Failure to initial price changes shall preclude a contract award from being made to the bidder.

### Bid Errors

A bidder may request that its bid be withdrawn before contract award. Such request must be made, in writing, to the NaaS Operator Point Of Contact provided in 3.6. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date.

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, a written notice to the bidder will be issued. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given to it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, NaaS Operator may seek clarification from the bidder to ascertain the true intent of the bid.

# Scope Of Work

The Scope of this Site Construction RFP is to select Vendors which will provide a turnkey solution for the following scope: Procurement of Site Construction Solutions and Site Construction/Build Services.

## Technical Requirements

The main objective of this section is to obtain proposals from Vendors for a set of Logistics and Warehousing services for the geographical area of interest, as well to obtain alternative solutions proposed from Vendors.

### Logistics & Warehousing Services Requirements

#### Material Reception

* Material reception of imported containers, floor loaded packages
* Reconciliation and reporting of quantity back to NaaS Operator
* Material Marking – all inbound materials are marked with:
  + Human readable label indicating Universal Product Code (UPC) number, style number, size, style name, product type, color code, color name, quantity, and factory purchase order number.
* Retail United Marking – all units are ready for distribution and marked with:

1. UPC – a barcode
2. Human readable label indicating the product description, SKU number, product type, size, color name, material content, and country of origin.
3. Quality checks are performed prior to container loading. However, if product is received in questionable condition, Vendor shall advise NaaS Operator before receiving into inventory.

#### Material Orders

* Orders to ship will be transferred in batch at least once daily.
* Order amendments and address corrections may be requested post transfer of the order. Cancellations may also be requested.
* Every delivery request should be shippable immediately from existing stock.
* Occasionally, NaaS Operator may perform fulfillment of some items from its own warehouse facilities. These orders will not be transmitted to the third party distributor.
* Product picking and shipping of custom orders.

#### Packaging Activities

* Include Site location address, items shipped, and quantities.
* Exact format to be supplied by NaaS Operator and mutually approved.
* Shipping containers should be sealed with clear packing tape.
* No void filling material is required.
* Carrier compliant shipping label must be printed and applied to the exterior of the packaging.

#### Inventory Management

* Maintain inventory storage by SKU.
* Inventory cycle counts (all bins counted x times annually)
* Responsible for maintaining an adequate supply of shipping and packaging materials.

#### Volumes

*This sections specifies the approximate material volumes that will be required.*

**Inbound:**

* Inbound Volume

**Inventory/SKUs**

* Inventory Volume

**Outbound:**

* Outbound Volume

### Ownership of Key Tasks

* Inventory purchasing and ownership – NaaS Operator
* Advise of inbound shipments – NaaS Operator
* Order Management & Payment Processing – NaaS Operator
* Inventory receipt at Vendor’s facility – Vendor
* Inventory control and cycle counting – Vendor
* Order fulfillment including packaging– Vendor
* Information visibility and reporting to NaaS Operator – Vendor
* Monitoring inventory of, and ordering shipping materials – Vendor

### Logistics & Warehousing Performance Requirements

* Shipping cycle: Monday-Friday except specific government holidays and peak holidays
* Ground and Expedited delivery orders fulfilled same day
* Shipment accuracy: 99.9%
* Inventory accuracy: 99.9%
* Receipts processed within 24 hours of receipt
* Returns processed within 48 hours of receipt

# Bid Proposals preparation and submission (RFP Instructions and Deliverables)

## Submission Instructions

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting its bid proposal.

Responses submission must be sent via email to the contact person specified in section 3.6.

## Bid Proposal Content

The response from the Proponents must submit, via email[[1]](#footnote-1) to the NaaS contact point for this RFP, a response package including the following list of documents:

* Presentation Letter: As described in 5.2.1
* Non-Disclosure Agreement: As described in 5.2.2
* Statement of Compliance: As described in 5.2.3
* Executive Summary: As described in 5.2.4
* Bidder Commercial and Financial Information: As described in 5.2.5.6
* Technical Response: As described in 5.2.6
* Pricing Response: As described in 5.2.7

The proponent may include any additional documents, brochures, catalogs or references which are relevant to the scope of work of this RFP, the proponent experience on similar projects or alternative products or methodologies which could improve the resolution of this RFP.

### Presentation Letter

The Respondent will include a Presentation Letter to introduce the company, providing an abstract of the company history, relevant experience, resources available and suitability statement for the scope of work included on this RFP and contact person(s) for any technical, commercial or legal queries which might derive from the RFP process.

In the case of subcontracting or under a joint response, information regarding all companies involved in the response and their legal relationship must be included.

### Non-Disclosure Agreement

Use NaaS Operator Non-Disclosure Agreement Form.

### Statement of Compliance

Each Respondent shall provide a Statement of Compliance which confirms:

* that the Respondent has full authority to submit a Proposal on the basis of this Request for Proposal
* that the Submission has been appropriately reviewed by the Respondent’s technical, commercial, financial and legal representatives
* the level of internal approval obtained by key Subcontractors in order to make the Proposal (letters of support from each key Subcontractor should be included).

In the case of Respondents proposing to deliver the Project as a Consortium, a separate Statement of Compliance must be signed by an authorized signatory of each proposed Consortium Member.

Each shall provide a statement that the Proposal is fully compliant with all aspects of the RFP and also the terms and conditions of the RFP and the Contract, or shall state clearly any exceptions, deviations, alternative approaches or additions to the requirements of the RFP and/or draft Contract (as appropriate), with justification. Additional comments and clarifications should also be listed where appropriate (for example to clarify interpretation of requirements), but these must be differentiated from any deviations / exceptions (etc.) above.

Specific compliance statement is required to be provided by Contractor to the aspects described in section 4.

With respect to the terms and conditions of the draft Project Contract, each Respondent must either:

* expressly confirm that the response to the RFP is made on the basis of the terms and conditions of the draft Contract; or
* expressly confirm that the RFP response is made on the basis of the terms and conditions of the draft Project Contract subject to clarifications and exceptions.

Respondents should note that, in addition to the foregoing, the NaaS Operator expects that each of the Respondents will provide in their Statements of Compliance an initial detailed view on those areas of the Contract set out in the Commercial and Legal Requirements document. Any exception in relation to those matters set out in the Commercial and Legal Requirements document is considered a material issue and must be clearly and specifically identified in the Statement of Compliance. Please note that the NaaS Operator may reject a Proposal if a material issue (including a non-compliance with the terms and conditions of the draft Contract) is identified by a Respondent at any stage during the RFP process.

### Executive Summary

The executive summary should contain all the basic elements of the proposal so that anyone not on the evaluation team can read the summary and understand what is being proposed. It should summarize the process the proponent intends to follow to achieve the RFP requirements.

### Bidders company organization and experience

Bidder is requested to provide information about the information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

#### Location

The bidder should include the address of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

#### Organization Charts

The bidder should include a contract organization chart (“Contract-specific chart”), with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

The bidder should include an organization chart showing the bidder’s entire organizational structure (“Chart for entire company”). This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### Experience with Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder’s ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party (i.e. client). Beginning and ending dates should also be given for each contract.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder’s proposal. The bidder must provide a detailed description of services to be provided by each subcontractor.

#### Staff Qualification and resumes

The proponent shall provide a detailed list of the staff members involved in the realization of the tasks described in the RFP. The list shall include a summarized profile, qualification, certifications and years of experience in similar activities.

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP.

The bidder should provide detailed resumes for each subcontractor’s management, supervisory

and other key personnel that demonstrate knowledge, ability and experience relevant to that part

of the work which the subcontractor is designated to perform.

#### Commercial and Financial Information

The Proponent shall provide detailed commercial information including:

* Registration Number
* Registration Place
* Date of Establishment
* Capital
* Number of Employees
* Contact Address
* Contact Email & Phone / Fax
* Type of Company (Limited Liability, Incorporation, other)

In order to provide the NaaS Operator with the ability to judge the bidder’s financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder’s most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the NaaS Operator may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the NaaS Operator may deem the proposal non-responsive.

### Technical Proposal

The Proponents will include a detailed technical description of the activities that the Vendor will perform to deliver the requested Logistics and Warehousing Services included in the scope of work set forth in this RFP.

### Pricing Proposal

The Proponents will include a detailed description of the pricing conditions associated to the Logistics and Warehousing Services defined in the Scope of Work of this RFP.

In this proposal, the Tenderer shall include his unitary prices for the base deliverables listed in below template.

Pricing Proposal shall be inclusive of all applicable taxes, including VAT (applicable for local entity) and Withholding tax (applicable for foreign entity) and any other expenses incurred for the execution of this project.

# RFP Proposal Evaluation

## Right to waive

NaaS Operator reserves the right to waive minor errors, ambiguities or irregularities in the provided documentation. NaaS Operator also reserves the right to waive any of the requirements included in the RFP.

## Proposal Evaluation Committee

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected NaaS Operator Departments. On occasions, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

## Oral Presentations and/or Clarification of Bid Proposals

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the “evaluation committee”) may ask one, some or all of the bidders to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or errors.

Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent mistakes results in a modification.

The bidder may be required to give an oral presentation to the NaaS Operator concerning its bid proposal. Bidders may not attend the oral presentations of their competitors.

It is within the NaaS Operator’s discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the NaaS Operator in this regard should not be construed to imply acceptance or rejection of a bid proposal. The designated in section 3.6 will be the sole point of contact regarding any request for an oral presentation or clarification.

## Evaluation Criteria

Proposals will be evaluated both considering the Technical aspects as well as Pricing schedule proposals.

### Technical Evaluation

Each Bid proposal will receive a Technical Evaluation Score which will be the average of the scores of the Evaluation Committee members.

The Technical Evaluation will score the different categories:

* Bidder´s technical response to the RFI/RFP Scope of Work: technical description of the activities that the Vendor will perform to deliver the requested Logistics and Services included in the scope of work set forth in this RFP.
* The qualifications and experience of the bidder including corporate information, management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required. Corporate evaluation will be based on the Bidder’s experience on projects of similar size and scope, the bidder’s contract management plan and contract organizational chart.

The Technical Evaluation Score used will be the average of the combined Technical Evaluation Score (sum of each voting member technical evaluation score divided by the number of voting members).

### Price Evaluation

For evaluation purposes, bidders will be ranked according to the total bid price. For evaluation purposes, bidders will be ranked according to the formula:

* Cost Proposal Score = predetermined points x (lowest cost proposal/evaluating cost proposal)

The cost proposal ranked will be the lowest acceptable cost proposal between the original cost proposal and the Best and Final Offer proposal submitted by each bidder.

### Total Proposal Score

Each evaluated proposal will receive a Total Proposal Score based on the following formula:

* Technical Evaluation Score + Cost Proposal Score = Total Proposal Score.

The bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest technical score amongst the tied proposals will be recommended for contract award.

### Bid Discrepancies

In evaluating bids, discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.

### Evaluation of Bid Proposals

After the Evaluation Committee completes its evaluation, it recommends to the NaaS Management representatives (the sponsor of the RFP could be the Supply Chain Director, the CTO or other Director/manager in the NaaS organization) for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the NaaS Operator, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the NaaS Management representatives. NaaS Management representatives may accept, reject or modify the recommendation of the Evaluation Committee. NaaS Management representatives reserves the right to negotiate price reductions with the selected vendor.

## Negotiation and Best and Final Offer (BAFO)

After evaluating bid proposals, NaaS Management representatives may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize NaaS Operator’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost.

Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the NaaS Management representatives to safeguard information and ensure that all bidders are treated fairly.

Similarly, the NaaS Management representatives may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO.

Any BAFO that is not equal to or lower in price than the pricing offered in the bidder’s original proposal will be rejected as non-responsive and the NaaS Operator will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The NaaS Management representatives may conduct more than one round of negotiation and/or BAFO in order to attain best value for the NaaS Operator.

After evaluation of bid proposals and as applicable, negotiation(s) and/or BAFO(s), the NaaS Management representatives will recommend, to the Director or responsible of the process, the bidder(s) whose bid proposal(s), conforming to the RFP, is/are most advantageous to the NaaS Operator, price and other factors considered.

Negotiations will be conducted only in those circumstances where they are deemed by the NaaS Management representatives or Director to be in the NaaS Operator’s best interests and to maximize the NaaS Operator’s ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to the RFP since the NaaS Operator may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

# Contract Award

## Contract

It is not the objective of this document to constitute a comprehensive list of legal terms, since these may be influenced by many factors such as country, type of NaaS operator, etc. To this extent, the specific contract format will be selected by NaaS Operator and provided to Bidders.

However, it is consider important and relevant to include a list of terms and conditions to be considered for the development of such contract. These terms and conditions are described in section 7.2.

## Contract terms and conditions

Without prejudice to any terms and conditions subsequently agreed between NaaS Operator and the successful Tenderer, the following general terms and conditions will govern the engagement with the Tenderer:

### Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due to any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the NaaS Operator may have arising out of the contractor’s performance of this contract.

### Substitution of staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the NaaS Operator Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the NaaS Operator Contract Manager.

### Substitution or addition of Subcontractor(s)

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor’s management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the NaaS Operator Contract Manager for consideration and final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the NaaS Operator Contract Manager.

### Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the NaaS Operator and shall be delivered to the NaaS Operator upon 30 days’ notice.

### Data Confidentiality

All financial, statistical, personnel, customer and/or technical data supplied by the NaaS Operator to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the NaaS Operator that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the contractor’s charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor’s suspension or debarment from NaaS Operator contracting. In addition, such conduct may be reported for possible criminal prosecution.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the NaaS Operator and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor’s responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees’ start date.

### Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the NaaS Operator Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

### Remedies for Failure to comply with Contract Requirements

In the event that the contractor fails to comply with any material contract requirements, NaaS Operator may take steps to terminate the contract and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the NaaS Operator by the defaulting contractor.

### Late Delivery

The contractor must immediately advise the NaaS Operator Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

### Scope of Work reduction

The NaaS Operator has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the NaaS Operator shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the NaaS Operator Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

### Suspension of Work

The NaaS Operator Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the NaaS Operator Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The NaaS Operator and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the NaaS Operator Contract Manager in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The NaaS Operator and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### Non discrimination clause

During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non discrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### Additional work and/or special products

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from the NaaS Operator Contract Manager.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the NaaS Operator Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor’s written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor’s original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work and/or special project may commence without the NaaS Operator’s written approval. In the event the contractor proceeds with additional work and/or special projects without the NaaS Operator’s written approval, it shall be at the contractor’s sole risk. NaaS Operator shall be under no obligation to pay for work performed without the NaaS Operator’s written approval.

### Form of compensation and payment

The contractor must submit official NaaS Operator invoice forms with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor’s bid proposal. All invoices must be approved by the NaaS Operator Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### Indemnification

The contractor's liability to the NaaS Operator for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

* + The contractor's obligation to indemnify the NaaS Operator and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
  + The contractor's breach of its obligations of confidentiality; and,
  + Contractor's liability with respect to copyright indemnification.

### Professional Liability Insurance

The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than $x,xxx,xxx and in such policy forms as shall be approved by the NaaS Operator. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

## Contract Management

NaaS Operator will be responsible to plan the deployment of sites. This task will include developing the time schedule planning, the assignment of resources and the risk plan to mitigate unwanted issues in the Logistics and Warehousing process. This plan will be communicated to the selected Logistics and Warehousing Vendors in the Vendor on-boarding meeting. The objectives of the Vendor on-boarding meeting will include:

* Explain the overall objective of the Project to Logistics and Warehousing Vendor representatives
* Review the Scope of Work which has been agreed with the Logistics and Warehousing Vendors through the RFI/RFP process and finally expressed in the agreed contract, including:
  + Scope of Logistics and Warehousing Services included in the contract.
* Explain the NaaS organization for Logistics and Warehousing Management, introducing the main stakeholders who will be managing the relationship with the Logistics and Warehousing Vendors
* Explain the Project Plan, including the required amount of mobile network equipment to be deployed divided by Geographical Areas.
* Governance Process and Methodology: Explain how reporting is going to be performed, the type and periodicity of the reporting, the meetings which will be celebrated, the type of information which will be reviewed and the periodicity of the meetings
* Documentation: Explain details about which Documentation the Logistics and Warehousing Vendor will be generating and the methods to share the documentation.

NaaS Operator will define the Governance methodology for Vendor Management. The specific Project will determine the required adjustments to be implemented to adjust the periodicity and content of the reports. The following is the suggested guidelines for Logistics and Warehousing Vendors Management:

|  |  |
| --- | --- |
|  | Description |
| **Governance File** | The Governance File will be a master Excel file containing the details required for reports development. It will include main milestones and related accomplished dates and it will require Logistics and Warehousing Vendors to access and update accordingly.  This Governance Excel File could be replaced by a Project Management software solution which could be enhanced with an Inventory Solution. |
| **Monthly Report** | Excel and Power Point files with the number and  critical route of the project status and big  milestones |
| **Weekly or Daily Report** | Excel Fiie with comparison between Baseline,  forecast and actuals date and accomplishment of  the project milestones. Identification and description of risks impacting the timeline. |

1. If feasible, an alternative mechanism for electronic communications better than email could be proposed (e.g. a shared folder accessible via pre-shared, Respondent specific password). [↑](#footnote-ref-1)