



**TENDER DOCUMENT**

**FOR**

**PROVISION OF INTERNET SERVICES**

**(OPEN)**

**A.C.A. / OT/003/2020-2021**

**National Water Plaza, 3rd Floor along Dunga Road, Industrial Area**

**P.O BOX 47771-00100**

**NAIROBI.**

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## SECTION I - INVITATION FOR TENDERS

TENDER REF. NO. - A.C.A. / AT/003/2020-2021

**TENDER NAME: (PROVISION OF INTERNET SERVICES)**

The ANTI-COUNTERFEIT AUTHORITY (A.C.A.) invites tenders from eligible candidates for provision of internet services for a period of twelve months with the possibility of twelve months renewal based on satisfactory performance.

S/No		ITEM DESCRIPTION	CLOSING DATE
1	ACA/OT/003/2020-2021	Tender for Provision of Internet services	27/5/2019 At 10.00 A.M.

All tender documents shall be downloaded from our website [www.aca.go.ke](http://www.aca.go.ke) for free or may be obtained from the Procurement office during normal working hours upon payment of a non-refundable fee of Kshs. **1,000/=.**

Duly completed tender documents shall be sealed in a plain envelope, **clearly marked with the /tender category number and name** and addressed to:-

**The Chief Executive Officer,  
Anti-Counterfeit Authority,  
3<sup>rd</sup> Floor, National Water Plaza, Dunga Road.  
P.O. Box 47771-00100  
NAIROBI.**

The envelopes should also bear a return address of the potential supplier and shall be deposited at the respective tender box at the reception of the Anti-Counterfeit Authority offices located at National Water Plaza, 3<sup>rd</sup> floor, along Dunga Road so as to reach the Authority on or before **Wednesday the 27<sup>th</sup> May, 2020 at 10:00am.**

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for go days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend. **(See the date on the advert)**

## SECTION II - INSTRUCTION TO TENDERERS

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## **2.1. Eligible Tenderers**

**2.1.1** This Invitation for Tenders is open to citizen tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderer shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

**2.1.2** The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

**2.1.3** Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

**2.1.4** Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of Tendering**

**2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

**2.2.2** This tender document shall not be charged.

**2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge from the website:-[www.aca.go.ke](http://www.aca.go.ke).

## **2.3 Contents of Tender Document**

**2.3.1** The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Form of Tender
- (vi) Price Schedules

- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

#### **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

#### **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The tenderer may furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers where applicable.

2.12.2 The tender security shall not exceed 2 per cent of the tender price if applicable.

- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Letter of credit.
  - d) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5 if applicable
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages



of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**2.15** The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.1 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.

(b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity under paragraph 2.15.2 not later than Wednesday 27<sup>th</sup> May, 2020 at 10am

The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing through emails, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of

the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2., the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

## **2.23. Contacting the Procuring entity**

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

#### **2.24 Post-qualification**

- 2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### **2.25 Award Criteria**

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

#### **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or

tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing/email that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security where applicable pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 The successful tenderer shall sign and date the contract with the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed immediately the notification of contract award is issued.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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### 3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract

(h) "Day" means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Letter of credit.



d) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

**3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

**3.8. Payment**

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

**3.9. Prices**

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

**3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

**3.11. Termination for Default**

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

(a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### 3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### 3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## Appendix to Instructions to Tenderers

The following information for the procurement of internet services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
1.	Indicate eligible tenderers: INTERNET SERVICE PROVIDERS
2.	Qualification Information statement: <b>This shall not be required</b>
3.	No fee to be charged for tender documents.
4.	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:-</b> <ul style="list-style-type: none"><li>• Copy of Certificate of Incorporation/Registration</li><li>• Original copy of Tender Security of Kshs. 250,000 in form of a Bank guarantee from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender.</li><li>• Copy of Valid Tax Compliance Certificate</li><li>• Copy of Valid Single Business Permit</li><li>• Copy of recent CR 12 Form (Issued within the last 12 Months from Tender Opening Date)</li><li>• Duly filled and Signed form of Tender</li><li>• Valid Network Facilities Provider license by Communications Authority of Kenya (Minimum – Tier 2).</li><li>• Dully filled Confidential Business Questionnaire</li><li>• Provide Audited Accounts for the Last Three Years. (2019, 2018, 2017) with minimum average annual turnover of Ksh. fifty Million (50,000,000)</li></ul>

5.	Validity of Tenders: <b>Tenders shall remain valid for 90 days after date of Tender Opening</b>
6.	State day, date and time of tender closing: <b>Wednesday, 27<sup>th</sup> May, 2020, 10.00 A.M</b>
7.	Deadline for submission of Tenders – <b>27<sup>th</sup> May, 2020, 10.00 A.M</b>
8.	Opening of Tenders: <b>15<sup>th</sup> June 2020, at 10.00A.M</b>

9.	<p><b>Evaluation and Comparison of Tenders:</b> The proposals will be evaluated in three stages as follows:</p> <p><b><u>A) Stage One Mandatory Requirements:</u></b></p> <ol style="list-style-type: none"> <li>1. Must comply/submit the following requirements: <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/Registration</li> <li>• Original copy of Tender Security of Kshs. 250,000 in form of a Bank guarantee from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender.</li> <li>• Copy of Valid Tax Compliance Certificate</li> <li>• Copy of Valid Single Business Permit</li> <li>• Copy of recent CR 12 Form (Issued within the last 12 Months from Tender Opening Date)</li> <li>• Duly filled and Signed form of Tender</li> <li>• Valid Network Facilities Provider license by Communications Authority of Kenya (Minimum – Tier 2).</li> <li>• Dully filled Confidential Business Questionnaire</li> <li>• Provide Audited Accounts for the Last Three Years. (2019, 2018, 2017) with minimum average annual turnover of Ksh. fifty Million (50,000,000)</li> <li>• Full compliance with the bandwidth requirements for the HQ, Regions and depots.</li> <li>• Provision of Customer Premise Equipment (SPEs) in all the sites.</li> <li>• The successful service provider shall provide a minimum of ten (10) public IP addresses.</li> </ul> </li> </ol> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p> <p><b><u>B) Stage Two: Technical Evaluation (Total Points 100)</u></b></p> <ul style="list-style-type: none"> <li>• Number of years in the business. Minimum eight (8) years (4 Marks)</li> <li>• The bidder should have handled three (3) similar projects in scope and complexity in the last two (2) years. Attach requisite evidence. (9 Marks)</li> <li>• The bidder has specified a project manager and two network engineers who meet the specified criteria. (9 Marks)</li> <li>• The ISP must have a customer centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose and the same should be accessible 24 hours a day. (5 Marks)</li> <li>• The bidder should provide a detailed presentation of the proposed connection model for internet and support for SD-WAN implementation. (10 Marks)</li> </ul>
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	<ul style="list-style-type: none"> <li>• Must provide for flexibility in bandwidth upgrade/downgrade. (4 Marks)</li> <li>• Bidders must justify in the bid document that they are the sole provider of the internet connection and not leasing from any other Internet Service Provider locally in KENYA. i.e. they should have their own network and internet infrastructure locally in Kenya. (Tier one or two in internet service provision hierarchy) (4 Marks)</li> <li>• Measures the ISP shall take to ensure the security of traffic to ACA. (10 Marks)</li> <li>• A clear organizational escalation matrix should be given. (4 Marks)</li> <li>• Proposed project implementation plan with clearly indicated timelines and responsibilities. (8 Marks)</li> <li>• Attach a detailed SLA. (10 Marks)</li> <li>• Attach a detailed training plan. (3 Marks)</li> <li>• Provide a Network Monitoring Tool/System accessible through the web. (5 Marks)</li> <li>• The bidder has complied with the specifications for the network cabinet, switch and UPS. (15 Marks)</li> </ul> <p><b>The Pass mark for Technical Evaluation will be 75%, candidates that will have attained those points will have their financial proposals evaluated.</b></p> <p><b><u>C) Stage Three: Financial Evaluation</u></b></p> <p>Tenderer’s who score less than 75% shall not be considered for financial evaluation. The winning firm shall be the firm meeting the minimum score (75% and above) and with the highest combined technical and financial score.</p>
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## SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
1. Performance security	Not Applicable
2. Delivery of Services	For a Contract period of <b>12 months</b> with an option of renewal for an additional one year subject to Satisfactory Performance
3. Payment	<b>Half yearly</b>
4. Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for bandwidth reduction or addition at similar price.
5. Applicable law	Laws of Kenya
6. Notices	Procuring Entity Executive director, Anti-counterfeit Authority. P. O. Box 47771-00100 NAIROBI
<b>Others as necessary</b>	

## **SECTION IV: TECHNICAL SPECIFICATIONS AND PRICE SCHEDULE FOR INTERNET SERVICES.**

### **A. Background**

The Anti-Counterfeit Authority was established under the Anti-Counterfeit Act 2008 as a State Corporation with the mandate to enlighten and inform the public on matters relating to counterfeiting, combat counterfeiting, trade and other dealings in counterfeit goods, devise and promote training programs to combat counterfeiting and co-ordinate with national, regional or international organizations involved in combating counterfeiting.

The Authority seeks to contract a vendor for the provision of internet services. The purpose of this document is to set out the terms of reference for the implementation and seeks to establish to the greatest possible extent complete clarity regarding the requirements for both parties to the agreement resulting from this tender.

#### Scope of works

The scope of work will include but not limited to the consultant performing the following activities:

- Conduct a site survey to establish the organization's requirements.
- Prepare a proposal for provision of Internet Connections on fiber for the Authority.
- Provide Network monitoring tools and services.
- Provide comprehensive onsite user training to selected personnel from the Authority.
- Develop and document a Maintenance Agreement (Service Level Agreement) for long term maintenance of the system and continuous user training.
- Implement a bidder neutral network structure with redundancy and provide evidence of redundancy
- Submit technical documentation upon commissioning.

### **B. Submission of the Tender**

To facilitate the analysis of responses to this tender, bidders are required to prepare their bid in accordance with the instructions outlined in this section. Bidders must respond in full to all sections and follow the format (section numbering, etc.) in their response. Failure to follow these instructions may result in disqualification. For each requirement, the bidder shall provide their response using the section numbering of the RFP. Proposals shall be prepared to satisfy the requirements of the tender. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labelled clearly. The standard documents and forms should be attached and the proposal organized as follows.



## **Section 1: Standard Documents and Forms**

- i. Copy of Certificate of Incorporation/Registration
- ii. Original copy of Tender Security of Kshs. 250,000 in form of a Bank guarantee from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender.
- iii. Copy of Valid Tax Compliance Certificate
- iv. Copy of Valid Single Business Permit
- v. Copy of recent CR 12 Form (Issued within the last 12 Months from Tender Opening Date)
- vi. Duly filled and Signed form of Tender
- vii. Valid Network Facilities Provider license by Communications Authority of Kenya (Minimum – Tier 2).
- viii. Dully filled Confidential Business Questionnaire
- ix. Provide Audited Accounts for the Last Three Years. (2019, 2018, 2017) with a minimum average turnover of Ksh. fifty Million (50,000,000).

## **Section 2: Executive Summary**

This part of the response should be limited to a brief narrative describing the proposed solution. The summary should specify the proposed technologies to be used and should contain as little technical jargon as possible. The executive summary should not include cost quotations.

## **Section 3: Firm and Team Experience**

### **Firm Experience**

Bidders must have a minimum of eight (8) years' experience providing internet services, additionally the bidder must have handled three (3) similar projects in scope and complexity in the last two (2) years. Provide details of the organizations and LPO/LSO/Contract.

**The bidder to use the standard form provided to give details of three similar projects handled in the last two years.**

**The bidder to the standard form provided to give a general listing of various projects handled.**

### **Key Personnel, Experience and Qualifications**

The bidder shall be required to propose suitable personnel capable of delivering the project within the stipulated timeline. The personnel specified below are key and must be available on site throughout the implementation to ensure the success of the project.

**The bidder to provide personnel details in the standard form provided and attach their certificates.**

### **Project Manager (1)**

The selected bidder shall provide a dedicated and fulltime Project Manager whose project management responsibilities shall include:

- i. Planning and monitoring project activities.
- ii. Working with the Client's Project Manager and representatives from the key function areas to ensure timely and effective response.
- iii. Reporting on project status.
- iv. Providing analytical and technical expertise as required by the project.
- v. Management and quality assurance of all required implementation and support services.

Minimum qualifications for the Project Manager:

- i. Be a holder of a relevant bachelor's degree.
- ii. Holder of PRINCE 2, PMP or equivalent certification.
- iii. Must have a minimum of five years' experience.
- iv. Must have served as a project manager in three similar projects in scope and complexity in the last two years.

### **Network Engineers (2)**

The selected bidder shall provide two dedicated network engineers whose responsibilities shall include:

- i. Configuration and integrations of all active devices to existing network
- ii. Design and implementation of the network.
- iii. Oversees and/or perform the physical set-up of a network, assuring integrity of communications and/or connections.
- iv. Document all the network installations for this project, where applicable

Minimum qualification for Network Engineer:

- i. Must have a degree/diploma in IT, Computer Science, Telecommunications or related field.
- ii. Must have a minimum three years' experience in networking.
- iii. Must have served in a similar position in two similar projects both in scope and complexity in the last two years.
- iv. Must possess a minimum valid CCNA/NSE 4/5 or equivalent certification.

## **Section 4: Technical Proposal**

### **4.1 Detailed project plan**

Provide an overview of the approach to be used and a phased activity-level project plan that details how the service will be rolled out within a maximum period of four (4) weeks and the roles of the project personnel. The ISP is expected to adhere to this schedule or within variations as may be agreed with ACA and which must ensure continuity of critical operations.

The ISP must guarantee completion of the service within the specified schedule. If the ISP fails to complete the installation and commissioning within the specified schedule, the ISP may be required to pay liquidation damages.

### **4.2 Detailed technical proposal**

The bidder is expected to provide detailed technical proposal including designs and drawings of the proposed service clearly demonstrating the technologies, capacities and failover mechanisms.

### **4.3 Training, support and maintenance plan:**

In this section, the bidder is required to specify the nature and conditions of any post implementation support services for the link and equipment including:

- Training plan
- Post implementation support including: Onsite support, Remote support, Desk services
- Draft service level agreement, the draft SLA shall include but not limited to:
  - a. Performance standards – Indicate your Performance based on the following indicators:
    - Mean Time to Respond (in Minutes)
    - Mean Time to Repair (in hours)
    - Latency – ACA expects that in case of Latency, it will not exceed fifty-five (55) milliseconds. Commit or Clearly indicate if otherwise
    - Packet Loss – ACA will accept Packet Loss ratio not greater than 0.5%. Commit or clearly indicate if otherwise
  - b. Service Availability – ACA expects a guaranteed aggregate Service Availability of ninety-nine point nine five percent (99.95%). The ISP is expected to commit to this (in writing) or clearly indicate if otherwise.
  - c. SLA Credit Structure – ACA will demand Monthly SLA credits for any performance below the set standards specifically on:
    - Service availability
    - Mean time to respond

- Mean time to repair Commit and indicate the rates and terms of Credit Payment or clearly indicate if otherwise

#### 4.4 Change Request Management

The bidder is expected to propose an approach on how change requests within the scope and outside the scope shall be handled and managed before deployment, during contract period. Among other things, the bidder is expected to propose how changes in bandwidth requirements, number of public IPs, physical location of a site etc. will be handled.

#### 4.5 Analytics and Reporting

The bidder shall have a Network Monitoring System that shall generate usage, up time, down time analytics etc. The NMS shall provide real time notification of failure to the Authority and the service provider. The bidder should submit to ACA monthly and ad-hoc reports.

### C. Technical Requirements

Bidders are requested to submit with their offers the detailed specifications, brochures, catalogues, etc. for the products and services they intend to supply for this tender.

All the requirements for connectivity and capacities of the equipment to be supplied shall not be less than those provided in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Authority reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products. Detailed below are the technical requirements for this tender:

- The connection provided should be able to support deployment of SD-WAN across the Authority's offices.
- The ISP shall provide a minimum of ten (10) public IP addresses.
- The bidder should propose a secondary backup link which should be from a different service provider to serve as backup. A clearly stated agreement with a different service provider should be provided for the backup links. The backup link must not be on the same medium to avoid instances of total outage on both links. Clearly demonstrate how automatic failover and load balancing will be achieved and the equipment to be used for this purpose.
- A web based Network Monitoring System (NMS) **MUST** be provided with a user friendly GUI with capabilities of bandwidth allocation, network monitoring to the node, remote LAN access (VPN) sessions. Should have the ability to report any faults giving exact location and identification of the faulty equipment as well as sending notification to the network admin. The system should display real-time utilization of the bandwidth across all branches with drill down capabilities.
- The ISP Shall provide training for the ACA technical staff.

- The connectivity must guard against malicious spam or attacks (e.g. denial of service attacks, computer viruses, spams and Junk mails) to be perpetrated from any network external to ACA headquarters.
- There should be service guarantees in terms of availability and reliability through well designed and protected circuits on the core network.
- The Service provider should also have well established fault handling procedures allowing for very minimal downtimes to ACA.
- The service provider's core and access networks should be backhauled on different networks that are all independently interconnected in a secure data center thereby ensuring that ACA will be guaranteed of service even in case of a single circuit failing.
- The service provider **MUST** provide connectivity to different international internet gateways that should offer ACA high levels of redundancy to the internet with auto fail over mechanisms.
- Specified traffic will be secure (i.e., encrypted by the network using internationally approved encryption techniques and standards), and will be suitable for carrying classified information.
- All the continuously available services shall be scheduled to be available 365 days a year and 24 hours a day, apart from maintenance times which may be scheduled or emergency in nature.
- The ISP shall provide CPE (customer premises equipment's) and shall not disclose to any party ACA's IP addresses, routing configuration and Domain name services. The CPE's shall remain the property of the ISP.
- The ISP shall be responsible for the active network hardware/components provided and shall ensure that they will be under comprehensive maintenance i.e. the ISP shall be responsible for providing service and repairing/replacement of parts/components at no additional cost to ACA for the period of the contract.
- Dedicated Public IP addresses for the field offices to enable remote administration of servers and the entire network from the ACA headquarters. OR suitable Network Address Translation to enable access of shared resources (servers, printers etc.) in all the regional offices seamlessly.
- The ISP shall have her own infrastructure. The ISP should disclose to ACA where MOUs' with third party vendors are in existence. Failure to disclose shall result to disqualification of the vendor's application.
- The ISP must provide a transition plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date. The transition plan is to outline the expectations the supplier team would have of ACA and the information ACA is to provide to the supplier or tasks ACA is responsible for and the dates they would be required.
- The bidder shall supply and install the following equipment at the Mombasa and Eldoret depots:
  - Two (2) 6U (600\*600) wall mounted cabinets, with a power distribution unit for housing the installed routers at a room to be identified and agreed upon by ACA and the bidder.
  - Two (2) 1KVA Smart rackmount APC UPS with at least one-year warranty to support active devices installed in the network cabinet.
  - Two (2) 8 port Cisco PoE unmanaged distribution switches with at least one-year warranty to support active devices installed in the network cabinet.

- All site surveys/visits shall be conducted between 18<sup>th</sup> and 19<sup>th</sup> May 2020 as per the schedule below and all site visit forms must be signed and stamped by an Authorized ACA officer.

No	Location	Date and time
1.	Headquarters and Nairobi depot	20 <sup>th</sup> May 2020 10:00AM
2.	Eldoret regional office and Eldoret depot	20 <sup>th</sup> May 2020 10:00AM
3.	Mombasa regional office and Mombasa depot	21 <sup>st</sup> May 2020 10:00AM
4.	Kisumu regional office	21 <sup>st</sup> May 2020 10:00AM

\*The respective offices shall be the meeting points.

#### D. Bandwidth requirements per location

No	Office	Bandwidth (Active/Active)	Media	Bidder's response (Bandwidth, media and any other relevant information)
1.	Headquarters - National Water Plaza, Dunga road Nairobi.	Primary – 30Mbps	Fiber	
		Backup – 15Mbps	Fiber	
2.	Mombasa Regional office - Mombasa Trade Center, Nkrumah road.	Primary - 10Mbps	Fiber	
		Backup - 5Mbps	Fiber	
3.	Kisumu Regional office - Alpha House, Oginga Odinga street.	Primary - 8Mbps	Fiber	
		Backup - 2Mbps	Fiber	
4.	Eldoret Regional Office - Kiptagich House, Uganda Street.	Primary - 8Mbps	Fiber	
		Backup - 2Mbps	Fiber	
5.	Nairobi depot – Wall street business park ICD off old Mombasa road.	2Mbps	Fiber preferred	
6.	Mombasa depot – Pamba road off Refinery road Changamwe	2Mbps	Fiber preferred	
7.	Eldoret depot – next to Kenya Industrial Estates	2Mbps	Fiber preferred	

\*Where a bidder is unable to provide fiber connectivity to the depots, they are free to propose alternatives.

#### Terms of Contract

The duration of the Contract shall be Two (2) years' service delivery from the date of contract signing.

## 2. Evaluation Criteria

Evaluation of bids will be conducted in three stages

**STAGE 1:** Preliminary Examination of Tender Documentary evidence in form of copies must be provided for the requirements stated below. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification

### Annex 1: preliminary/mandatory requirement score sheet

Preliminary Evaluation Worksheet		
S No.	Required Items	Specify page number on tender document
1.	Copy of Certificate of Incorporation/Registration	
2.	Original copy of Tender Security of Kshs. 250,000 in form of a Bank guarantee from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender.	
3.	Copy of Valid Tax Compliance Certificate	
4.	Copy of Valid Single Business Permit	
5.	Copy of recent CR 12 Form (Issued within the last 12 Months from Tender Opening Date)	
6.	Duly filled and Signed form of Tender	
7.	Valid Network Facilities Provider license by Communications Authority of Kenya (Minimum – Tier 2).	
8.	Dully filled Confidential Business Questionnaire	
9.	Provide Audited Accounts for the Last Three Years. (2019, 2018, 2017) with minimum average annual turnover of Ksh. fifty Million (50,000,000)	
10.	Full compliance with the bandwidth requirements for the HQ, Regions and depots.	
11.	Provision of Customer Premise Equipment (SPEs) in all the sites.	
12.	The service provider shall provide a minimum of ten (10) public IP addresses.	

## Stage 2: Technical Evaluation

The Threshold for the technical evaluation is set **at 75%** and tenderers that do not meet this will not proceed to the next phase.

No.	Criteria	% Maximum	% Awarded
1.	Number of years in the business. Minimum eight (8) years	4	
2.	The bidder should have handled three (3) similar projects in scope and complexity in the last two (2) years. Attach requisite evidence. (3 Marks per project)	9	
3.	The bidder has specified a project manager and two network engineers who meet the specified criteria. (3 Marks per staff )	9	
4.	The ISP must have a customer centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose and the same should be accessible 24 hours a day.	5	
5.	The bidder should provide a detailed presentation of the proposed connection model for internet and support for SD-WAN implementation.	8	
6.	<b>Must</b> provide for flexibility in bandwidth upgrade/downgrade.	4	
7.	Bidders must justify in the bid document that they are the sole provider of the internet connection and not leasing from any other Internet Service Provider locally in KENYA. i.e. they should have their own network and internet infrastructure locally in Kenya. (Tier one or two in internet service provision hierarchy)	4	
8.	Measures the ISP shall take to ensure the security of traffic to ACA.	8	
9.	A clear organizational escalation matrix should be given.	4	
10.	Proposed project implementation plan with clearly indicated timelines and responsibilities.	6	
11.	Attach a detailed SLA.	10	
12.	Attach a detailed training plan.	3	



13.	Provide a Network Monitoring Tool/System accessible through the web.	5	
14.	The bidder has complied with the specifications for the network cabinet, switch and UPS. (5 Marks for each)	9	
15.	The bidder should have offices in Mombasa, Eldoret and Kisumu for provision of technical support services. The bidder to provide lease agreement/utility bills or any other relevant documentation.	6	
16.	The bidders has demonstrated that the backup link is from a different service provider and uses a different route/medium. Attach route details and agreement(s) with the other service provider(s) (1.5 Marks per site)	6	
	<b>Total Score</b>	<b>100</b>	

### Stage 3- Financial Evaluation

Bidders who shall have SCORED 75% of the Technical Evaluation qualify to be evaluated in the financial stage.

The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -

$Sf = 100 \times FM/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ . **The firm achieving the highest combined technical and financial score will be invited for negotiations.**

**PRICE SCHEDULE**

**PROVISION OF INTERNET SERVICES AT ACA HEAD OFFICE, REGIONAL OFFICES AND DEPOTS {TWO (2) YEAR SERVICE}**

**A. Equipment Cost (as per specs provided)**

No	Item	Unit Cost	Quantity	Total
1	Switch		2	
2	UPS		2	
3	Network Cabinet		2	
Subtotal				
Applicable taxes				
Total cost				

**B. Bandwidth charges**

No	Office	Bandwidth	Cost per Mb per month	Quantity (Mbps)	Total
1.	Headquarters	Primary		20	
		Backup		10	
2.	Mombasa Regional office	Primary		7	
		Backup		3	
3.	Kisumu Regional office	Primary		6	
		Backup		2	
4.	Eldoret Regional Office	Primary		6	
		Backup		2	
5.	Nairobi depot	Primary		2	
6.	Mombasa depot	Primary		2	
7.	Eldoret depot	Primary		2	
<b>Sub total</b>					
<b>Excise duty</b>					
<b>VAT</b>					
<b>Total cost</b>					

C. Installation Charges (If applicable)

No	Office	Cost
1.	Headquarters	
2.	Mombasa Regional office	
3.	Kisumu Regional office	
4.	Eldoret Regional Office	
5.	Nairobi depot - Kyangombe	
6.	Mombasa depot - Changamwe	
7.	Eldoret depot	
	Total Cost	

D. Total Charges

No.	Description	Total Price
1.	Equipment Cost (Total cost from table A above)	
2.	Annual Bandwidth Charges (Total cost from table B above)	
3.	Installation Charges (Total cost from table C above)	
	<b>Grand Total</b>	

\*Payments shall be done bi-annually.

**PROJECTS HANDLED (IN THE LAST TWO YEARS)**

Client Name:	
<b>Project Aspect</b>	<b>Details</b>
Project/assignment description:	
Project/assignment value(specify currency):	
Project start and end dates:	
Technologies used:	
Warranty and Maintenance services provided:	
Security measures integrated:	
Client physical location and contact details (Postal address, Email and phone number)  *Include contact person details:	
Attach a certified copy of LPO/LSO/Contract	
Bidder Signature and Stamp	

## RELEVANT PROJECTS HANDLED BY THE BIDDER

No	Client Name	Contract Value	Start date	End Date	Client Contacts

## PROPOSED PROJECT PERSONNEL

<b>Proposed Role:</b>	
Name:	
Degree/Diploma (as appropriate): (Degree/Diploma, Institution, Graduation month and year)	
Certification(s): (Issuing body, reference number, certification date)	
Technical Skills and competencies:	
Work Experience (Provide required details for each relevant previous role held.)	[Start Date - End Date, Client, Role/Position, Brief Role Description, role played]
<p>I..... do hereby confirm that the above qualifications and experience are accurate and that I will be available for the entire contract period.</p> <p>Sign: ..... Date: .....</p> <p>Bidder's Stamp</p>	

## SECTION V - STANDARD FORMS

### Notes on the standard Forms

1. **FORM OF TENDER**-The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **PRICE SCHEDULE FORM**-The price schedule form must similarly be completed and submitted with the tender.
3. **CONTRACT FORM** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM** - This form must be completed by the tenderer and submitted with the tender documents.
5. **TENDER SECURITY FORM**-When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

## FORM OF TENDER

To: .....  
Name and address of procuring entity  
Tender No.  
Tender Name

Date.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Internet Services under this tender in conformity with the said Tender document for the sum of .....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Internet Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of



## CONTRACT FORM

THIS AGREEMENT made the ..... day of ..... 2020 between [name of Procurement entity] of..... [country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the provision of internet services and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - The Tender Form and the Price Schedule submitted by the tenderer;
  - The Schedule of Requirements
  - The General Conditions of Contract
  - The Special Conditions of Contract; and
  - The Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the internet services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

<p><b>Part 1 – General:</b></p> <p>Business Name .....</p> <p>Location of business premises. ....</p> <p>Plot No..... Street/Road .....</p> <p>Postal Address ..... Tel No. .... Fax ..... E mail .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers ..... Branch .....</p>
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	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full .....</p> <p>Age .....</p> <p>Nationality .....</p> <p>Country of origin .....</p> <p>Citizenship details .....</p> <p style="text-align: center;">☐</p>																					
	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares 1.....</td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares 1.....			2. ....			3. ....			4. ....								
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	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs. ....</p> <p style="padding-left: 20px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> </tr> <tr> <th></th> <th>Shares</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> </tr> </tbody> </table> <p>Date ..... Signature of Candidate .....</p>	Name	Nationality	Citizenship Details		Shares		1.....			2.....			3.....			4.....			5.....		
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

## TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(Hereinafter called "the tenderer") has submitted its tender dated  
..... [Date of submission of tender] for the supply, installation and commissioning of  
..... [name and/or description of the equipment] (hereinafter called "the  
Tender")

.....KNOW ALL PEOPLE by these presents that  
WE.....of.....having our registered office  
at..... (Hereinafter called "the Bank"), are bound  
unto..... [name of Procuring entity} (Hereinafter called "the Procuring entity") in the sum  
of ..... for which payment well and truly to be made to the said Procuring entity,  
the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common  
Seal of the said Bank this \_\_ day of \_\_\_\_\_ 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

## TENDER SECURING DECLARATION FORM

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date ..... (insert date as day, month and year) of Bid Submission)

Tender No..... (insert number of bidding process)

To: **ANTI-COUNTERFEIT AUTHORITY**

We, the undersigned, declare that:-

- 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of (insert number of months or years) starting on (insert date), if we are in breach of our obligation(s) under the bid conditions, because we:-
  - a) have with our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - i) fail or refuse to execute the Contract, if required, or
    - ii) fail or refuse to furnish the Performance Security, in accordance with the ITT
- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - i) our receipt of a copy of your notification of the name of successful Bidder, or
  - ii) twenty-eight days after the expiration of our Tender
- 4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing shall be in the names of all future partners as named in the letter of intent.

Signed: ..... (insert signature of person whose name and capacity are shown) in the capacity of ..... (insert legal capacity of person signing the Bid Securing Declaration)

Name: ..... (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of: (insert complete name of Bidder)

**VENDOR DETAILS**

1.	Supplier Name	
2.	KRA Pin Number	
3.	Supplier Telephone Number.	
4.	Supplier Email Address	
5.	Supplier Postal Address	
6.	Business Registration Number	
7.	Business Type	
8.	Tax Compliance Expiry Date;	
9.	License/Permit Number.	
10.	Permit Expiry Date;	
11.	Technical Capability Statement <ul style="list-style-type: none"> <li>- Core Competencies Of The Firm</li> <li>- Past Performance (Similar Contracts With Government Entities/Private Entities)</li> <li>- Number Of Full Time Employees</li> </ul>	
12.	Company/Supplier Turnover	
13.	Available Lines Of Credit	
14.	Names Of Directors	
15.	AGPO Certificate Number	

STAMP .....

SIGN.....

DATE.....