

TENDER DOCUMENT- REQUEST FOR PROPOSAL (RFP)

1. Invitation to Tender

| | |
|--|---|
| Tender Name: Provision of Annual Internet Services. | Tender No: CWS/RSC/KE/NBO/015/FY24 |
| Location: Nairobi, Kenya | Correspondence Language(s): English |
| <p>Brief Summary Description of Program:</p> <p>Church World Service (CWS) is a faith-based organization transforming communities around the globe through just and sustainable responses to hunger, poverty, displacement and disaster. CWS operates through a Cooperative Agreement with the Department of State/ Bureau of Population, Refugees and Migration. CWS is based in Nairobi, Kenya with sub-offices in South Africa, Kenya, Uganda and Rwanda.</p> <p>Bidders must apply for all the categories. Firms who will not apply for all categories will be disqualified.</p> <p>The offerors shall submit their tender in a folder with a category name e.g. Provision of Annual Internet Services and in that folder, submit two (2) separate sub-folders, duly named as “Technical proposal” and “Financial proposal”. The bidders whose technical proposal shall meet the minimum scores during the evaluation, shall proceed to financial evaluation where their financial folders will be opened. Offers will be submitted with the tender number “CWS/RSC/KE/NBO/015/FY24” on email subject.</p> <p>The firms must ensure that they submit mandatory requirements before the submission of the tender.</p> <p>All bidding instructions and information about this tender are detailed in the following sections.</p> | |
| Tender package available from: | Tender Package Pickup Location: https://cwsafrica.org/tenders/ |
| Deadline for Offer Submission: | Submit Offers to: Tenders@cwsafrica.org by Oct 18th 2024 COB **All proposals should have table of contents with numbers where specific documents are found |
| Questions and Answers (Q&A) | 07 Oct – 09 Oct 2024 |
| Evaluation of the tender submissions | N/A |
| Award of contract | N/A |

Questions and Answers (Q&A): If any, Submit Questions in writing to: Procurement@cwsafrica.org

- ✓ **Last Day for Questions:** Oct 9 ,2024, 1700hrs EAT
- ✓ **Questions will be answered by:** Oct 14 ,2024, 1700hrs EAT
- ✓ All questions received will be consolidated and responses will be posted on this website <https://cwsafrica.org/tenders/>

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| Documentation Checklist | | |
|---|---|--|
| These documents are contained within this tender package: | ✓ | Invitation to Tender |
| | ✓ | General Conditions for Tender |
| | ✓ | Criteria and Submittals |
| | ✓ | Scope of Work/Technical Specifications |
| | ✓ | Confidential Employee's Details |
| | ✓ | Price Offer Sheet |
| | ✓ | Vendor Registration Form |
| | ✓ | Specific Terms and Conditions |
| | ✓ | Non-Disclosure Agreement (NDA) |

2.0 General Conditions for Tender

Church World Service invites proposals for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms. Church World Service reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 Confidentiality

Church World Service prohibits its employees from sharing, and any bidders from obtaining, confidential information related to this solicitation, including information regarding Church World Service's price estimates, competing bidders or competing offers, etc. Any information provided to one bidder must be provided to all other bidders.

This document contains confidential and proprietary information that is provided for the sole purpose of providing Bidders with a comprehensive understanding of Church World Service requirements towards the selection of vendors capable of providing services.

Reproduction of this document by photographic, electronic, or other means is permitted only for the purpose of preparing a corresponding proposal response and in any other subsequent activities that may be related to the provision of tendered services.

Bidders are required not to disclose to any other party, other than their employees and officers directly connected to responding to this document and tendered services, any information concerning this document. No news release, public announcement, or any other reference to this document or any program thereunder shall be made without expressed written consent from Church World Service.

Bidders are required to sign the enclosed Non-Disclosure Agreement (NDA) as provided in Annex IV and return it to Church World Service, as part of their response to this document.

2.2 Conflict of Interest

If a company is owned by, whether directly or indirectly, in whole or in part, any Church World Service's employee or any person who is related to a Church World Service employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.

Conflict of interest on the part of a bidder will result in disqualification of the bidder from this RFP process. A Bidder will be deemed to have a conflict of interest with one or more parties in this bidding process, if they:

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- a. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another bidder or influence the decisions of Church World Service regarding this bidding process.
- b. Participated as a consultant in the preparation of the design, scope of work or technical specifications of requirements included in this RFP; or
- c. Church World Service employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.3 Fraudulent Practices

Church World Service requires all prospective bidders to adhere to the highest ethical standards during the entire RFP and accompanying evaluation, selection, negotiation and contracting process.

Church World Service will reject any RFP response or award of tender if it determines that a bidder has, directly or through an agent, engaged in either of the following:

- a) Canvassing – meant to influence Church World Service decision prior to, during or after submission of the RFP.
- b) Corrupt practice – This prohibition includes any request from any Church World Service employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any offer from any company or individual to provide anything of value to any Church World Service employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- c) Fraudulent practice – misrepresentation or omission of fact;
- d) Collusive practice – Church World Service requires fair and open competition for this solicitation. No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.
- e) Coercive practice – harming or threatening to harm persons and other bidders involved in this process.

2.4. No Commitment to Contract and Cost of Bidding

This RFP should not be considered as an order or contract. This document shall neither be viewed as a request or authorization to perform work at Church World Service's expense.

Any work performed by a bidder in connection to responding to the RFP will be at the bidder's own discretion and expense.

This RFP does not commit Church World Service to award a contract or to pay any costs incurred in the preparation or submission of offers, or costs incurred in making necessary studies for the preparation thereof.

Bidders are hereby advised that Church World Service is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of responses from bidders.

2.5 General Clauses

- Except where expressly varied in the contract, Church World Service Terms and General Conditions attached hereto will apply (Annex 3).
- Should your offer be accepted, you will be required to sign and return a formal agreement confirming your acceptance.
- Church World Service reserves the right to make regular market comparisons of other vendors to ascertain that we are receiving the best and most competitive price.
- The service provider/s shall maintain true & correct records in connection with the goods to be supplied to Church World Service.

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2.6 Pertinent Information

Church World Service is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. The contract will be awarded to the bid considered most responsive to the needs, as well as conforming to Church World Service's general principles, including economy and efficiency and best value for money.

2.7 Corporate Social Responsibility

Social standards: sellers either working or seeking to work with Church World Service must commit to respect internationally recognized human rights principles and labour standards, vendors or service providers must;

- a) Conduct their business in respect of fundamental human rights and be in no way complicit in human rights abuses.
- b) Uphold the abolition of all forms of forced labour.
- c) Uphold effective elimination of child labour.
- d) Guarantee a safe working environment for employees.

Environmental considerations.

Whenever possible and economically viable, Church World Service shall seek to procure goods and services that lessen the burden on the environment. The vendor's environmental performance shall be based on the following criteria:

- a) Environmental policy, committing the vendor to reduce environmental impacts
- b) Resources dedicated to environmental management (dedicated function or team).
- c) Implementation of an environmental management system.

2.8 Code of Conduct clause:

Principles of Conduct Clause: Vendors seeking to work with Church World Service shall respect the following principles:

- Business Ethics: Vendor is expected to maintain the highest degree of business ethics when working with Church World Service.
- Transparency of information provision: Vendor shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract awarding process in its favour. No form of canvassing is allowed.
- Fair competition: Vendor shall not be involved in any corrupt, collusive or coercive practices.
- Officials not to benefit: The Vendor represents and warrants that no official of Church World Service has been, or shall be, admitted by the Vendor to any direct or indirect benefit arising from this Request for proposal, Purchase Order / Contract or the award thereof. The Vendor agrees that breach of this provision is a breach of an essential term of this Purchase Order/Contract.

If at any time during the registration or procurement process Church World Service determines that the vendor is in violation of the above-mentioned principles, that vendor's request for registration or bid will be rejected as ineligible. All costs in relation to the cancellation of contracts shall be borne by the vendor.

2.9 Pricing

Your offer should clearly state the following.

- o Net price exclusive of VAT
- o AT amount, applicable taxes, levies and fees
- o Gross amount inclusive of VAT
- o Full details of services offered
- o Delivery and implementation period.
- o Payment terms and discounts for early payment, if you do not concur with Church World Service standard payment terms.

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2.10 Price Validity

Your offer must remain to be valid for 120 days until which time a Purchase Order/Contract if issued must be accepted by you.

2.11 General Terms and Conditions

Acceptance of your offer entails waiving by the seller of its General Conditions of sales. All terms and conditions not mentioned herein shall be governed by the buyers "Terms and General Conditions" are being considered as an integral part of the order. Submission of a proposal confirms acceptance of the general terms and conditions by the vendor.

2.12 Payment Terms

By bank transfer within 30 days after receipt of invoice and confirmation of satisfactory receipt of services.

2.13 Vendor Registration Form

Vendors must be registered with Church World Service. If you have issued to us your vendor registration form before, there is no need to re-submit. If, however you wish to update your registration with Church World Service you may send us the following: -

- Updated Vendor registration form & Updated Licenses
- Financial statements.

2.14 Documents

The following are the required documents with each deliverable for payment.

- Monthly Invoice
- Filled Service Completion Report
- Goods and Services Received Note (to be issued by Church World Service)
- Any other document as required in the relevant Purchase Order/Contract.
- Distribution of documents will be confirmed against the Purchase Order/Contract.

2.15 Proposal Evaluation

The proposals shall be evaluated based on the submitted offers as well as vendor registration form and supporting documents. The evaluation will involve consideration of several factors such as the following, but not limited to;

- Delivery timeline per milestone/month Price of services/goods
- Compliance with the required Church World Service specifications.

2.16 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Church World Service in writing. The answer to any question raised in writing by any bidder will be issued to that bidder. In some cases, Church World Service may choose to issue clarifications to all bidders. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Church World Service or its designated representative.

2.17 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they:

- Are not registered companies.

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- Are bankrupt or in the process of going bankrupt.
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct.
- Have been guilty of grave professional misconduct.
- Have not fulfilled obligations related to payment of social security and taxes.
- Are guilty of serious misinterpretation in supplying information.
- Are in violation of the policies outlined in Church World Service Anti Bribery or Anti-Corruption Statement
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: The United States Government or United Nations, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.
- Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

2.18 Response Documents

Bidders can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

2.19 Acceptance of Successful Response

- i. Documentation submitted by bidders will be verified by Church World Service. The winning bidder will be required to sign a contract for the stated, agreed upon amount.
- ii. Church World Service will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Church World Service. Employees participating in such conduct will have his/her employment terminated.
- iii. Violations will also be reported to Church World Service' donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with Church World Service or any other entity.
- iv. Failure to comply with any of the above requirements will justify rejection of the proposal. Church World Service reserves the right to negotiate with any of the bidders or other firms in any manner deemed to be in the best interest of the organization. It also reserves the right to negotiate and award separate or multiple contracts for the elements covered by this RFP if any combination it may deem appropriate, in its sole discretion; modify or exclude any considerations, information or requirements at any stage of procurement process, including during negotiations with bidders'/service providers.
- v. Vendors must provide all requisite information and clearly and concisely respond to all points set out in this RFP. Please present your submission and proposal accordingly and sequentially. Offers that do not fully and comprehensively address the RFP will be rejected. Kindly note that unnecessary brochures not solicited for that provide beyond sufficient information are not encouraged. Proposal should be effectively prepared and organized according to the guidelines provided.
- vi. The normal terms of payment of Church World Service are within 30 days of satisfactory delivery of goods or services and documents in apparent good order. Bidders must therefore clearly specify in their offers the payment terms being offered, if different from these.

3. Criteria & Submittals

3.1 Contract Terms

Church World Service intends to issue a Fixed Price contract to one or several company(ies) or organization(s). The successful bidder(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract.

3.2 Specific Eligibility Criteria

Eligibility criteria must be met and the corresponding supporting documents listed below under "Tender Submittals" must be submitted with offers. Bidders who do not submit these documents may be disqualified from any further technical or financial evaluation.

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Eligibility Criteria:

- Legal Business Registration-Certificate of Incorporation/ Certificate of Registration
- Memorandum of Association
- Tax Registration Certificate
- Valid Tax Compliance Certificate from Kenya Revenue Authority
- Valid Business Permit/ Trade License
- Any other document detailed below

3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer

NB: Please note that all documents provided by the will be verified with the relevant authorities where necessary to establish authenticity. Issuing of fake documents will render the tender submission non- responsive

| No. | Description | Confirm attached (YES or NO) |
|-----|---|------------------------------|
| 1. | Attach Certificate of Incorporation/ Business Registration Certificate | |
| 2. | Attach Valid Tax Compliance Certificate or tax clearance certificate | |
| 3. | Valid Business Permit/Trade License. | |
| 4. | Certified copy of CR 12 Form | |
| 5. | Attach CWS Vendor registration form (to be filled in signed and stamped) Annex 1 | |
| 6. | Accurately filled in Church World Service Pricing Template (to be filled in signed and stamped) Annex 2 | |
| 7. | Signed CWS General Terms and Conditions. (To be signed and stamped) Annex 3 | |
| 8. | Signed CWS Non-Disclosure Agreement (NDA) (To be signed and stamped) Annex 4 | |
| 9. | Recent Bank statement for the last 6 months. | |
| 10. | Attach Solvency letter from the bank confirming your bank account & financial solvency not older than 3 months. | |

Mandatory Requirements – Only firms meeting all that eligibility Requirements listed above shall proceed for further evaluation. Church World Service prefers certified copies of required documents either by the issuing body or firm or commissioner of oaths.

Price Offer:

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Bidders must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Annex 2. All items must be clearly labelled and included in the total offered price.

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Bidders must include VAT, customs duties, applicable taxes, levies and fees if any in their offer

3.4 Currency

Offers should be submitted in: **KES**

Payments will be made in: **KES**

3.5 Tender Evaluation (Trade-Off Selection Method)

Based on the above submittals, a Church World Service (CWS) Evaluation Committee will conduct a tender evaluation process. Church World Service reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of CWS. CWS will not be responsible for or pay for any expenses or losses which may be incurred by any bidder in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

3.5.1 Scoring Evaluation Trade-Off Method

Trade-Off Method

Church World Service Evaluation Committee will conduct a technical evaluation which will grade technical criteria (each criterion is given a percentage, all together equalling 100%). Bidder's proposals should consist of all required technical submittals so that Church World Service committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the proposal's overall **"value for money"** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned marks (percentage) prior to the release of this tender based on its importance to Church World Service in this process.

Bidder(s) with the best score will be accepted as the winning bidder(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section 3.5.2.

The evaluation shall be carried out in three stages i.e. Completeness and eligibility to check for mandatory requirements, Technical and Financial evaluation. Technical shall carry 70% while Financial shall carry 30%. Only firms meeting all the mandatory requirements shall proceed for technical evaluation. Those who score 45 % out of 70 % on the technical evaluation stage will proceed to the financial evaluation.

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| | % Score |
|---|---------|
| Evaluation Criteria | (A) |
| <p><u>Experience and Past performance.</u></p> <p>Proven track record in rendering services of similar nature and complexity.</p> <p>Attach Three (3) letters of recommendation from 3 current clients with contact details (email and phone numbers). 1 mark for each recommendation Letter.</p> <p>Evidence of a minimum of 2 years' experience in supply of at least 500 Mbps symmetric speeds (uploads & downloads) to 2 organizations and supply of at least 1,000 Mbps to 2 organization if intending to supply the Primary Link at Capital West (Provide copies of Contracts/Purchase Orders)</p> <p>2 years' Experience – 3 Marks Supply of 500 Mbps – 7 Marks Supply of 1000 Mbps – 7 Marks 3 letters of recommendation (1 point for each document) – 3 Marks</p> | 20 % |
| <p><u>Customer Care Support</u></p> <p>Technical support must be available on twenty-four hours a day, seven days a week, three hundred and sixty-five days a year (24/7/365) basis. 24/7/365 Gets 5 marks, less than this gets 0 marks.</p> <p>Provide an SLA with comprehensive customer support with escalation matrix.</p> <ul style="list-style-type: none"> • Response Time (less than 1hr gets 5 marks, 1-3 hrs gets 2 marks, greater than 3 hrs gets 0 marks) • Uptime (greater than 99.9 gets 5 marks, 99.5 - 99.9 gets 3 marks, 99.0 – 99.5 gets 2 marks, less than 99.0 gets 0 marks) | 15% |
| <p><u>Geographical coverage for Internet services</u></p> <p>Proof of reliable infrastructure coverage in Kenya.</p> <p>Provide map or document or proof showing countrywide coverage including above sites (Capital West and West End Towers) (10 marks), no proof (0 marks)</p> | 10% |
| <p><u>Compliance</u></p> <p>Must have last-mile termination devices that are not outside of USG compliance guidelines.</p> <p>Vendor to confirm that they are:</p> <ol style="list-style-type: none"> NOT using any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) for our last mile termination equipment, and their companies are not subsidiaries or affiliates of such entities. NOT using any telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for our last mile termination equipment, and their companies are not subsidiaries or affiliates of such entities. <p>Yes – 8 points No – 0 points</p> | 8% |
| | |

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| | |
|---|-------------|
| Peering Show proof that the bidder has direct peering with multiple upstream internet providers (at least 3) e.g SEACOM, TEAMS, EASSY etc. The ONLY accepted connection medium is Fiber (10 marks). Show evidence, by providing login portal screenshot OR certificate where applicable or equivalent document. No evidence of peering and/or non-Fiber connection gets (0 marks) | 10% |
| Delivery Time The supplier should be able to activate the internet subscription within one week upon receipt of a signed contract/Purchase Order Less than one week – 5marks More than one Week – 0 marks | 5% |
| Web Interface Provide a web interface facility or portal for Church World Service personnel to retrieve real- time and historical billing and usage information. Evidence provided gets (2 marks), no evidence gets (0 marks) | 2% |
| TOTAL TECHNICAL SCORE | 70% |
| FINANCIAL SCORING CRITERIA (ONLY FOR FIRMS SCORING 40% OUT OF 70% AND ABOVE FOR TECHNICAL SCORE). The tender will NOT be automatically awarded to the lowest bidder, but the most responsive evaluated bidder. | |
| The lowest bidder gets 30 % Others get relative to this using the following formula= (Amount quoted by lowest bidder/ Amount quoted by bidder) x 30%. | |
| TOTAL FOR FINANCIAL SCORE (30%) | 30% |
| TOTAL POSSIBLE SCORE: | 100% |

3.5.2 Additional Due Diligence

Upon completion of both the technical and financial evaluations Church World Service may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Church World Service engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between bidders
- Other appropriate documented methods giving Church World Service increased confidence in the supplier's ability to perform.

4. Offer Form

Bidders must submit their own independent offer including at least (but not limited to):

- All documents requested in the "Eligibility Criteria" section of this Tender Package
- All documents requested in the "Tender Submittals" section of this Tender Package
- All information listed in the "Documents Comprising the Proposal" section below

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

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Documents Comprising the Proposal

The following information must be included in the offer of any potential bidder:

- **Table of contents with numbers where specific documents are found**
- Cover Letter explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
 - A detailed specification of the offered goods, services and/or works (Proposal)
 - Warranty (if necessary and appropriate)
 - Delivery time
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 120 working days)
 - A Price Offer detailing the unit price only, using the Price Offer Sheet template provided in section 6
 - Completed and signed Church World Service Vendor Registration Form (template provided in section 6)
 - Other important documents bidder feels need to be attached to support their proposal

The original proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Financial offer pages of the proposal shall be initialled by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the proposal.

Email submission

Bids will be submitted by email to the following dedicated, controlled, & secure email address: Tenders@cwsafrica.org

When Bids are emailed, the following conditions shall be complied with:

- The RFP number shall be inserted in the Subject Heading of the email.
- Proposal documents required, shall be included as an attachment to the email in PDF, or the same type of files provided as a ZIP file.
- Make sure that the total attachments size is not bigger than **30 MB and are in one/ single zipped folder**

5. Scope of Work/Technical Specifications

The Contractor shall furnish all engineering, labor, tools, equipment, materials, supplies and services to provide the required services with the following requirements:

- Network cabling with LAN ports and sufficient access points for the required coverage area
- Dedicated internet connection
- IP address 01 public/static minimum
- Provision of the following monthly bandwidth
-

Technical Checklist for ISP (Continuation of Scope of Work)

The Internet Service Provider must be able to provide high speed reliable internet and maintain the required bandwidth (400mbps) 24/7 for both uploads and downloads.

Must provide an SLA with a comprehensive customer support matrix.

Must have Last-mile termination devices that are not outside of USG compliance guidelines.

- Vendor to confirm that they are:

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- a) NOT using any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) for our last mile connection, and their companies are not subsidiaries or affiliates of such entities.
- b) NOT using any telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for our last mile connection, and their companies are not subsidiaries or affiliates of such entities.

The connection medium accepted is Fiber

Support

Technical support must be available on twenty-four hours a day, seven days a week, three hundred and sixty-five days a year (24/7/365) basis.

The following performance requirements need to be met by the infrastructure:

| Network Key Performance Targets Description | Fiber |
|---|-------------|
| Average latency to the core (Single hop) | x = < 20ms |
| Packet Loss | x = < 5% |
| Availability (no redundancy) | x = > 99.0% |

Sites

| sites | Monthly Proposed Bandwidth (Upload/download) |
|---------------------------------|--|
| Capital West | 1000 Mbps for the Primary Link |
| Capital West | 500mbps for the Secondary Link |
| West End Towers 7th & 8th Floor | 500mbps for the Primary Link |
| West End Towers 7th & 8th Floor | 500mbps for the Secondary Link |

6.0 Attachments to the Tender Package

1) Annex 1: Vendor information Form

This is attached separately alongside this tender document.

2) Annex 2: Price Offer Sheets

The above annexes are attached separately alongside this tender document.

3) Annex 3: Church World Service Terms & Conditions

This is attached separately alongside this tender document.

4) Annex 4: Non-Disclosure Agreement (NDA)

This is attached separately alongside this tender document.

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Annex 3

Church World Service Terms & Conditions

1. Church World Service does not make any advance payments for goods but can do so for services.
2. Payment of goods and services is made after delivery and confirmation on the condition of the goods and services.
3. Church World Service encourages the participation of small, minority and women owned businesses.
4. Church World Service is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or Church World Service in the processing of emails.

Signature: _____

Stamp:

Annex 4

Non-Disclosure Agreement (NDA)

Our Ref: CWS

Tender No: CWS/RSC/KE/NBO/015/FY24

Date:

Church World Service and Witness

RE: CONFIDENTIALITY & NON-DISCLOSURE UNDERTAKING.

We refer to the above matter and to the Request for Bids (RFB) for the

We acknowledge that during supply of goods or services, we shall have access to and be entrusted with confidential information. In this letter, Confidential Information shall mean, all information or material that has or could have commercial value or other utility in the business or prospective business of Church World Service. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the Church World Service whether or not such information is identified as Confidential Information by Church World Service.

In consideration of you making Confidential Information available to us, we hereby irrevocably and unconditionally undertake to you:

1. That we shall hold in confidence all Confidential Information disclosed, and further agree not to disclose Confidential Information to third parties or to otherwise use Confidential Information, except with the express written consent from yourselves or as permitted under paragraph 3 below.
2. That we shall use the Confidential Information solely for Supply of..... and not for any other purpose.
3. That this undertaking shall not prohibit disclosure of Confidential Information.
 - 3.1. To our **Staff/Partners/Directors/Agents** who need to know such Confidential Information to assist with the Implementation. To this end, we shall endeavor to ensure that such **Staff/Partners/Directors/Agents** have been specifically informed of the confidentiality of the Confidential Information and have agreed to be bound by the terms of this undertaking or have entered into an agreement of similar scope and obligations with ourselves to protect our proprietary and/or the confidential information.
 - 3.2. To the extent that such disclosure is required to be disclosed pursuant to law, court order or any requirement by any regulatory authority. In this regard, we shall promptly give notice to yourselves and provide you with sufficient time to assert any exclusions or privileges that may be available bylaw.
4. That upon termination of the cooperation between the parties and/or at your request, we hereby agree and undertake to return to yourselves any written information and all materials which contain and/or constitute part of the Confidential Information, and not to keep any copy thereof.
5. That this undertaking shall not apply to Confidential Information which:

- 5.1. Is in the public domain as of the effective date of this undertaking, or legitimately comes into the public domain through no fault of ours.
- 5.2. Is demonstrated to have been known to us prior to the date of this undertaking and was not acquired, directly or indirectly, from yourselves or from a third party under a continuing obligation of confidentiality.
- 5.3. Is demonstrated to have been rightfully received by us after disclosure under this undertaking from a third party who did not require the same to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from yourselves under a continuing obligation of confidentiality.
- 5.4. Is demonstrated to have been independently developed by our personnel who had no substantive knowledge of any information provided by yourselves.
6. That we acknowledge that the Confidential Information will not form a basis of any contract between ourselves and yourselves.
7. That we warrant that we are acting as Principal in this matter, and not as agent or broker for any person, company or firm.
8. That no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof, nor shall single or partial exercise thereof or the exercise of any other right, power or privilege.
9. That by issuing this undertaking, we shall be deemed not only to have accepted and confirmed the foregoing undertaking, terms and conditions as set forth hereinabove but also to have acknowledged and confirmed that we are solely liable and responsible for full compliance with the said undertaking, terms and conditions.
10. That this Undertaking shall be governed and construed in accordance with the laws of Kenya and any dispute arising from it shall be subject to the jurisdiction of the Kenyan Courts. Yours Faithfully, Signed:

(Being duly authorized official to sign

on behalf of the Bidder) Name: _____

Designation: _____

Organization: _____

Date: _____

Successful bidder will be notified via our Procurement email (Procurement@cwsafrica.org).

We are looking forward to

receiving your proposal.

Sincerely,

Church World Service