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REQUEST FOR PROPOSALS

FOR

RFP NO. KAS/ISP/012/2018/2019

**INTERNET SERVICE PROVISION AND VPN CONNECTIVITY FOR
kasnebSECONDARY ISP**

AS PER THE TERMS OF REFERENCE

PROPOSAL SUBMISSION DEADLINE:

TUESDAY 4, JUNE 2019 AT 11.00 A.M.

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SECTION I
LETTER OF INVITATION

TO: M/s _____
P.O. Box _____
NAIROBI
Tel: _____

Date: 2019

Dear Sir/Madam,

RFP NO. KAS/ISP/012/2018/2019: INTERNET SERVICE PROVISION AND VPN CONNECTIVITY FOR kasneb- SECONDARY kasneb ISP

kasneb invites your firm and other licensed sage registered providers to submit sealed bids for **Internet Service Provision and VPN Connectivity for kasneb**

Interested bidders may obtain further information from and inspect the tender documents at the offices of **kasneb** situated in **kasneb** Towers, Hospital Road, Upper Hill, **NAIROBI** during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Complete tender documents accompanied by a Tender Security of Sh.150,000 in the form of a bank guarantee or a bank draft issued by a reputable bank must be enclosed in a plain sealed envelope marked only with the tender number and tender name and addressed to:

The Secretary and Chief Executive Officer
kasneb
P. O. Box 41362-00100
NAIROBI

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY."

The tender documents should be deposited in the Tender box placed at the reception hall of **kasneb** or be sent to the Chief Executive Officer so as to reach him on or before the closing date and time on **Tuesday4, June 2019 at 11:00 a.m.**

Prices shall be quoted in Kenya Shillings and shall remain valid for one (1) year from the closing date of the tenders.

The tenders will be opened immediately after the closing date and time on **Tuesday4, June 2019 at 11:00 a.m.** in the conference room and bidders or bidder representatives are invited to witness the opening.

Yours faithfully,

THE SECRETARY AND CHIEF EXECUTIVE OFFICER

SECTION II

GENERAL INFORMATION TO CONSULTANTS (GITC)

2.1 Introduction

2.1.1 The request for proposals (RFP) includes the following documents:

| | | |
|-------------|---|---------------------------------------|
| Section I | - | Letter of invitation |
| Section II | - | General information to consultants |
| Section III | - | Terms of reference |
| Appendix A | - | Consultants information |
| Appendix B | - | Technical proposal |
| Appendix C | - | Financial proposal |
| Appendix D | - | Confidential business questionnaire |
| Appendix E | - | Sample contract agreement |
| Appendix F | - | Anti-corruption declaration form |
| Appendix G | - | Draft letter of notification of award |

2.1.2 **Kasneb** will select a firm from among those invited to submit a proposal, in accordance with the method of selection detailed in **Appendix A**.

2.1.3 The prospective bidders are invited to submit a Technical Proposal and a Financial Proposal as specified in **Appendix A** for consulting services required for the assignment named in **Appendix A**.

2.1.4 The Consultants may familiarise themselves with the operations and strategic plan of **kasneb** before preparing their proposals. To obtain first hand information on the assignment, Consultants are encouraged to liaise with **kasneb** regarding any information that they may require before submitting a proposal. Consultants should contact the official named in **Appendix A** for any clarification. Consultants may also find it useful to visit **kasneb's** website at www.kasneb.or.ke

2.1.5 **kasneb** will provide the inputs specified in **Appendix A**, and make available relevant project data and documents.

2.2 Clarification and Amendment of RFP Documents

2.2.2 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission and closing date. Any request for clarification must be sent in writing by paper mail or by electronic mail to the Client's address indicated in **Appendix A**. **kasneb** will respond in writing by paper mail or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants invited to submit proposals.

2.2.3 At any time before the closing date of proposals submission, **kasneb** may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through an Addendum. The Addendum shall be sent by paper mail or by electronic mail to all invited Consultants and will be binding on them. **kasneb** may at its own discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants' proposals shall be written in the English language.

2.3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in the rejection of a proposal.

2.3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) The proposal shall be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed for this assignment be either permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, as a minimum, have the experience indicated in **Appendix B**.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) Comments and or suggestions on the Terms of Reference (TOR) to demonstrate the Consultants' understanding of the TOR for the consultancy, reflecting on the scope of Internet service provision and VPN Connectivity for kasneb. The comment/suggestions should also include a list of services and facilities to be provided by kasneb.
- (ii) A brief description of the firm and an outline of experience in assignments of a similar nature (minimum of 3) undertaken in either the public or private Sector in the last five (5) years. For each assignment the outline should indicate *inter alia*, name of the firm, the duration of the assignment, the contract amount and the firm's involvement.
- (iii) A detailed description of the methodology and work plan proposed by the Consultant, as well as staffing.
- (iv) The list of the proposed team members by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal. Key information should include: academic qualifications, professional qualifications, number of years worked for the firm/entity and degree of responsibility held in various assignments during the last (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by Gantt chart(s) or by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) Any additional information requested in **Appendix A**.

2.3.5 The Technical Proposal shall **not** include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (**Appendix C**). It lists all costs associated with the assignment.
- 2.4.2 The Financial Proposal should include all applicable taxes and levies.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 The Proposal must remain valid for 90 days after the submissions' closing date. During this period, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. **Kasneb** will make its best effort to complete evaluation, contract award and negotiations processes within this period. If **kasneb** wishes to extend the validity period of the proposals, the Consultants who do not agree, have the right not to extend the validity of their proposals
- 2.4.5 The financial proposals must comply with the law governing the profession of the consultant.

2.5 Mandatory requirements

Consultants are required to respond to the following **mandatory requirements** together with their technical proposals:

- (a) Tax Compliance certificate.
- (b) Signed form of tender.
- (c) Signed complete confidential business questionnaire.
- (d) CR 12 Form
- (e) ICTA Registration
- (f) Bid bond of Sh.150,000 for a reputable financial institution or insurance company approved by PPRA.
- (g) Audited and signed accounts for last three (3) years.
- (h) Original and copies of the technical and financial.
- (i) Redundancy at last mile.
- (j) Bidder is an international gateway operator.
- (k) Redundancy at upstream.
- (l) Draft service level agreement (SLA).
- (m) Project manager meets set criteria.
- (n) Bidder has deployed a solution of equal or higher scope to at least three (3) GoK institutions.
- (o) Solution does not require acquisition of new hardware at time of deployment (unless hardware is provided free of cost (FOC) to **kasneb** for currently connected sites.
- (p) **Pagination.**

Failure to submit copies/proof of any of the above listed mandatory requirements shall lead to the firm being declared as non-responsive, hence shall not qualify to proceed to the Technical Evaluation stage.

2.6 Submission, Receipt and Opening of Proposals

- 2.6.1 The original Technical and the original Financial Proposals shall be prepared in indelible ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person(s) authorised to sign the proposals.
- 2.6.1 For each proposal, the Consultants shall prepare the number of copies indicated in **Appendix A**. Each Technical Proposal and each Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies

between the original and the copies of the proposal, the original copy shall govern.

2.6.2 The original and the copy of the Technical Proposal shall be placed in a plain sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and the copy of the Financial Proposal shall be placed in a plain sealed envelope clearly marked “**FINANCIAL PROPOSAL**.” Both envelopes shall be placed inside an outer plain envelope and sealed. The outer envelope shall bear **only** the Proposal number, name and the submission address.

2.6.3 The completed Technical and Financial Proposals must be delivered at the submission address on or before the closing date and time stated in **Appendix A**. Any proposal received after the closing time for submission of proposals shall be returned to the respective Consultant unopened.

2.6.4 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Opening Committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of kasneb up to the time for opening of financial proposals.

2.7 **Proposal Evaluation (General)**

2.7.1 From the time the bids are opened to the time the Contract is awarded, if any Consultant wishes to contact kasneb on any matter related to his proposal, he should do so in writing at the address indicated in **Appendix A**. Any effort by the firm to influence kasneb in the proposal evaluation, proposal comparison or Contract award decisions will result in the rejection of the Consultant’s proposal.

2.7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.8 **Evaluation of the Technical Proposal**

2.8.1 The Evaluation Committee appointed by kasneb will undertake preliminary examination of the proposals to determine their responsiveness to the mandatory requirements. The firms that will not be responsive to the mandatory requirements will be disqualified from any further evaluation at this stage.

2.8.2 A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 80%.

2.9 **Opening and Evaluation of Financial Proposal**

2.9.1 After the evaluation of the Technical Proposals, **kasneb** shall disqualify the proposals that did not meet the minimum qualifying mark of 80% or were considered non-responsive to the RFP and Terms of Reference, from any further evaluation. **kasneb** shall thereafter open and evaluate the financial proposals.

2.9.2 The Evaluation Committee will determine whether the financial proposals are complete (that is whether the Consultant has costed all the items of the corresponding Technical Proposal). The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.9.3 Contract price variation is not allowed.

2.10 Negotiations

2.10.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in **Appendix “A”**. The aim is to reach agreement on all points of the contract and to sign a contract.

2.10.2 Negotiations will be based on the Technical Proposal which will include among other things, the proposed methodology and work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. **kasneb** and the firm will then work out final Terms of Reference, staffing and gantt charts indicating activities, staff periods in the field and in the head office, logistics and reporting. The agreed work plan and the final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and clearly defining the inputs required from **kasneb** to ensure satisfactory implementation of the assignment.

2.10.3 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, **kasneb** expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, **kasneb** will require assurances that the experts will be actually available. **kasneb** will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.10.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, **kasneb** and the selected firm will initial the agreed Contract. If negotiations fail, **kasneb** will invite the firm whose proposal received the second highest score to negotiate a contract.

2.10.5 **Kasneb** may appoint a team for the purpose of the negotiations.

2.11 Award of Contract

2.11.1 The Contract will be awarded following negotiations. After negotiations are completed, **kasneb** will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.

2.11.2 The selected firm is expected to commence the assignment on the date and at the location specified in **Appendix “A”**.

2.11.3 The parties to the contract shall have it signed within 90 days from the date of notification of contract award unless there is an administrative review request.

2.11.4 **kasneb** may at any time, prior to notification of award, terminate or cancel procurement proceedings without entering into a contract where it is found appropriate as provided by section 63 of the Public Procurement and Asset Disposal Act, No. 33 of 2015.

2.11.5 **kasneb** shall give prompt notice of the termination to the tenderers and on request give its reasons for termination.

2.11.6 To qualify for contract award, the tenderer shall have the following:

- (a) Necessary qualifications, capability and experience to provide the service 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 (as evidenced in writing).

2.12 **Confidentiality**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.13 **Corrupt or fraudulent practices**

2.13.1 **kasneb** requires that the Consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not been and will not be involved in corrupt or fraudulent practices.

2.13.2 **kasneb** will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.13.3 Further, a Consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III

TERMS OF REFERENCE FOR INTERNET SERVICE PROVISION AND VPN CONNECTIVITY FOR kasneb – Secondary ISP

1. BACKGROUND

1.1 Legal framework

kasneb was established by the Government of Kenya on 24 July 1969. The operations of kasneb are governed by the following main Acts:

- (a) The Accountants Act, No. 15 of 2008 of the Laws of Kenya.
- (b) The Certified Public Secretaries of Kenya Act, Cap 534 of the Laws of Kenya.
- (c) The Investment and Financial Analysts Act, No. 13 2015 of the Laws of Kenya.

1.2 Mandate

The mandate of kasneb is the development of syllabuses; conduct of professional, diploma and technician examinations, and certification of candidates in accountancy, finance, credit, governance and management, information technology and related disciplines; promotion of its qualifications nationally, regionally and internationally and the accreditation of relevant training institutions in liaison with the ministry in charge of education

1.3 Vision

Global leader in examination and certification of business professionals.

1.4 Mission

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

1.5 Qualifications of kasneb

kasneb currently offers five (5) professional and three (3) diploma examinations that lead to the following qualifications:

(a) Professional qualifications

- (i) Certified Public Accountants (CPA)
- (ii) Certified Secretaries (CS)
- (iii) Certified Information Communication Technologists (CICT)
- (iv) Certified Investment and Financial Analysts (CIFA)
- (v) Certified Credit Professionals (CCP)

(b) Diploma qualifications

- (i) Accounting Technicians Diploma (ATD)
- (ii) Diploma in Information Communication Technology (DICT)
- (iii) Diploma in Credit Management (DCM)

(a) Certificate qualification

Certificate in Accounting and Management Skills (CAMS)

The examinations are administered throughout the Republic of Kenya and in Kenya missions abroad.

The examinations are offered twice a year in May and November.

2. **CURRENT ICT ENVIRONMENT**

With a current user base of 128 members of staff, kasneb is served by two Internet links with dedicated capacities of 5Mbps and 6Mbps respectively from two different Internet Service Providers (ISPs). A Virtual Private Network (VPN) link to a solution provider has been established by means of a MPLS solution with a dedicated link capacity of 2Mbps.

As for the customer premises equipment (CPE) setup, a cyberoam appliance acts as the gateway for the two links.

3. **SCOPE OF SERVICE**

Kasneb invites fresh bids for the provision of Internet and VPN connectivity. The successful Bidder is expected to be vastly experienced in networking technologies and possess proven abilities in the provision of the solution proposed. In addition, the Bidder must have a local presence in terms of support with 24-hour availability. The Bidder is expected to have deployed similar solutions to at least three (3) government institutions proof of which is mandatory. The deployment of the solution is expected to be planned to cause the least disruption to kasneb operations.

The successful bidder will be the secondary kasneb ISP.

4. **SITE SURVEYS**

Bidders are encouraged to make arrangements to visit kasneb Towers I located along Hospital Road, Upper Hill, Nairobi, to verify the information so as to enable them appreciate the scope of the work and to ascertain measurements and other values where necessary. Costs of the site surveys are to be borne by the Bidder and should be done in such a way to limit disruptions to business processes. Those who wish to make site survey visit should get in touch with Supply Chain Management Unit through a written request to the email address procuretwo@kasneb.or.ke.

Please note that NO site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of contract.

5. **TECHNICAL SPECIFICATIONS**

- (a) The Bidder must show proof that they are an international gateway operator. The ISP shall have direct connectivity to the Kenya Internet Exchange Point (KIXP). Registration to all relevant GoK Agencies should also be provided.
- (b) The Bidder must provide all the requirements; no partial bids will be allowed.
- (c) The solution should not require the acquisition/change/replacement of hardware at the time of deployment. Any Bidder whose solution requires the acquisition of new hardware at the time of deployment will procure the hardware at their own cost. Such hardware should not necessitate domino effect in changes of the Customer Premise Equipment (CPE).
- (d) There should be a 99% uptime for the Internet and VPN link to all points during the engagement period. Lower levels of quality of service will attract penalties as agreed in the final Service Level Agreement (SLA). Bidders are required to provide a draft SLA in their bids.
- (e) The desired link capacities for Internet link and each of the VPN connections is 10Mbps and 1Mbps respectively.

- (f) The number of VPN links may vary. At present, there is only one VPN link to a service provider located at View Park Towers with provision for growth at the following locations: Nyayo House, NHC Building and CPA Centre along Thika road.
- (g) Proposals should clearly reflect capacity and indicative costs for future scale up to accommodate growth in internet capacity, number of VPN links and VPN capacities.
- (h) The financial proposal should show charges for:
 - (i) Setup charges if any. If setup is free of charge (FOC), it should be indicated as such.
 - (ii) Recurring cost(s) such as annual payments.
 - (iii) Minimum subscription period.
 - (iv) Cost of different Internet capacities identified above.
- (k) Any civil permission for cabling shall be the sole responsibility of the ISP.
- (l) The Bidder to indicate the least amount of static publicly routable IP addresses for the subnet to be availed to kasneb.
- (m) Bidders are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational. Therefore, the Bidder must provide evidence of direct peering upstream with multiple providers across the world. Please note that those without redundancy at the gateway will be disqualified as this is a mandatory requirement.
- (n) The solution provider must show proof of redundancy at the last mile connection.
- (o) Evidence to adequately manage the CPE must be provided.
- (p) The selected provider must provide a web interface facility for real time monitoring of service.
- (r) The bid should show the graceful exit period by the procuring entity without penalties.
- (s) Bidder must demonstrate experience and past performance on similar projects by providing reference sites (corporate/public) where they provide internet connectivity and capacity offered. Attach details of contact person(s), reference letters or certificates of completion or any other form of valid evidentiary document.
- (t) The Bidder shall be a licensed ISP with a service operator license and must have own infrastructure. Evidentiary documentation is required.
- (u) The Bidder should indicate the time schedules for implementation of the solution. This schedule should be structured to show time to complete connection to the Internet and deploy the VPN connection. In addition, the Bidder should show the availability of project staff.
- (v) The necessary copies of certifications/ certificates must be provided. All certifications must be valid and current during the time of engagement. All copies of certificates should be certified by an Advocate of the High Court of Kenya.

The table below provides a summary of the desired qualifications for the project staff:

| Title | Minimum Academic qualifications | Minimum professional qualifications | Minimum number of personnel |
|----------------------|--|--|------------------------------------|
| Project Manager | MSc or MBA in computer science, Information Systems, Information Technology, Engineering, Management Information Systems, Project Planning | PMP, PRINCE2 (minimum practitioner level) | 1 |
| Project Engineer | MSc in Engineering, Information Technology, Information Systems, Computer Science | CCNP | 1 |
| Deployment Engineers | BSc in Engineering, Information Technology, Information Systems, Computer Science | CCNP | 2 |

6. **FURTHER INSTRUCTIONS**

- (a) The Bidder must provide a list of requirements that they would need if they won the tender for ease of transition from the current provider (where applicable).
- (b) The Bidder is expected to provide a response backed up with evidence (where applicable) for each of the requirements enumerated above. For ease of identification, the Bidder is advised to provide the response to each requirement in a tabulated format.
- (c) All submitted CVs in the bid should show the actual role to be played by the personnel. CVs that do not have the role of the personnel will not be considered as valid submissions.
- (d) The total cost for Internet link(s) and VPN link(s) should be disaggregated per each termination point.

7. **EVALUATION CRITERIA**

The bids received will be evaluated in four stages as detailed below:

7.1 **STAGE 1:Preliminary mandatory evaluation criteria**

At this Stage, the evaluation will be focused on submission of mandatory documents.

Bidders are required to submit the following documents, failure to which they shall not be considered for further evaluation.

| Criteria | Responsive (R) or Not Responsive (NR) |
|---|--|
| Tax compliance certificate. | |
| Signed form of tender. | |
| Signed Complete Confidential Business Questionnaire | |
| Bid Bonds as stipulated in the tender document | |
| Audited and signed accounts for last three (3) financial years. | |
| ICTA Registration Certificate | |
| Original and copies of the technical and financial proposals as specified in the tender document. | |
| CR 12 Form | |

7.2 STAGE2: Technical evaluation

This will be a two part evaluation involving examination of fulfillment of the mandatory technical requirements for the success of the proposed solution and a detailed evaluation of the proposals' ability to meet the set specifications. Those bids that do not meet any of the mandatory technical requirements will not be considered for the detailed evaluation.

(a) Mandatory technical requirements

| No. | Mandatory technical requirement | Responsive (R) or Not Responsive (NR) |
|-----|--|--|
| 1. | Redundancy at last mile. | |
| 2. | Bidder is an international gateway operator. | |
| 3. | Redundancy at upstream. | |
| 4. | Draft SLA as attached as part of bid. | |
| 5. | Project manager meets set criteria | |
| 6. | Bidder is an International Gateway Operator. | |
| 7. | Bidder has deployed a solution of equal or higher scope to at least three (3) GoK institutions. | |
| 8. | Solution does not require acquisition of new hardware at time of deployment (unless hardware is provided free of cost (FOC) to kasneb for currently connected sites. | |

(b) Detailed technical evaluation

During detailed evaluation stage, bids shall be subjected to a thorough evaluation to check if they meet the set technical requirements. The pass mark needed to proceed to opening and evaluation of financial proposals is **80 percent (%)**. Bids which fail to meet the pass mark of **80%** shall be disqualified from continuing to the next stage.

Each of the requirements in the bids shall be scored as weighted below:

| | Requirement | Points |
|---|--|-----------|
| | QUALIFICATIONS & EXPERIENCE OF KEY TECHNICAL PERSONNEL | 24 |
| | <i>Attach CV's , academic and professional Certificates for the following project members as per the TOR</i> | |
| 1 | a) Project Manager | 6 |
| 2 | b) Project Engineer (1) | 6 |
| 3 | c) Network Engineers (2) | 12 |
| | PROJECT METHODOLOGY AND PLAN | 18 |
| 4 | Project Plan/methodology | 8 |
| 5 | Deployment Duration | 10 |
| | BIDDER'S EXPERIENCE AND PAST PERFORMANCE ON SIMILAR PROJECTS <i>(Based on projects successfully completed in the last five (5) years)</i> | 34 |
| 6 | Successful projects comparable to the requirements provided in the TOR completed in the last five (5) years | 20 |
| 7 | Signed and stamped letters of recommendation/ certificates of completion | 14 |

| | SOLUTION DESIGN AND DEPLOYMENT | 24 |
|----|---|------------|
| 8 | Domain and web hosting capabilities | 8 |
| 9 | Availability of static publicly routable IP addresses for the subnet to be availed to kasneb. | 6 |
| 10 | Scalability and capacity: Flexibility in terms of bandwidth upgrade and downgrade where applicable. | 4 |
| 11 | Minimum link capacity of 1Mbps via VPN and 10Mbps Internet link. | 2 |
| 12 | Bidder ability to manage all CPE related to the solution. | 4 |
| | Total | 100 |

7.3 STAGE 3: Financial evaluation

Only financial bids of Bidders who have technically qualified shall be opened for further evaluation. Bidders are required to clearly show how they have arrived at the project cost. Therefore, Bidders are expected to provide definitions, metrics, unit and total cost of each item in the financial bid.

The table below should be used as a guide in preparing the financial bid:

| Item | Measure used | Quantity | Unit cost | Total cost |
|-------------------------|--------------|----------|-----------|------------|
| Setup and Installation | | | | |
| Internet link | | | | |
| VPN link | | | | |
| Others (please specify) | | | | |

The evaluated financial bid score (F) will be calculated as follows:

$$F = \frac{C_{low}}{C}(x)$$

Where:

C = Evaluated bid price.

C_{low} = The lowest of all evaluated bid prices among responsive bids.

x = Weight for the financial score (20%).

7.4. STAGE 4: Ranking of the Bidders

The evaluation of the responsive bids will take into account the bids' technical and financial responsiveness. An evaluated bid score (B) will be calculated for each responsive bid using the following formula which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B = F + \frac{T}{T_{high}}(y)$$

F = The evaluated financial bid score.

T = The total technical score awarded to the bid.

T_{high} = The technical score achieved by the bid that was scored highest among all responsive bids.

y = Weight for the technical score (80%).

The bid with the highest evaluated bid score (B) among the responsive bids shall be eligible for consideration for the award of contract to supply the service.

APPENDIX A
PROSPECTIVE SERVICE PROVIDERS INFORMATION

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the general information to Consultants. Wherever there is a conflict between the provisions of the general information to Consultants in section II and the provisions of this appendix, the provisions of the appendix herein shall prevail over those of the information to Consultants.

- (a) The name of the Client is: **kasneb**
- (b) The method of selection is: **Quality Cost Based Selection (QCBS)**
- (c) Technical and Financial Proposals are required: **Yes**
- (d) The name, objectives, and description of the assignment are: **RFP NO. KAS/ISP/012/2018/2019: Internet Service provision and VPN connectivity for kasneb-Secondary kasneb ISP**
- (e) A pre-proposal conference will be held: **No**
- (f) Site visit before submission of Bid Documents: **Optional**
- (g) The name, address and telephone number of the Client's official contact is:
Secretary and Chief Executive
kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362-00100, Nairobi
Landline telephone number: +254 (020) 4923000. | Cellphone: 0722-201214, 0734-600624
| Email: info@kasneb.or.ke. | Website: www.kasneb.or.ke
- (h) **kasneb** will assign an Officer to co-ordinate the activities of the Consultants during the period of the assignment. **Yes**
- (i) The estimated number of professional staff days required for the assignment is: **as per the agreement between kasneb and the contract service provider.**
- (j) The minimum required experience of proposed professional staff is **as indicated in the Terms of Reference**
- (k) Additional information in the Technical Proposal is **as indicated in the Terms of Reference.**
- (l) Taxes: **The total financial proposal should be inclusive of all applicable taxes.**
- (m) Consultants must submit an **original and one (1) additional copy of each proposal.**
- (n) **Mandatory requirements**
- Two (2) certificates of completion of **Internet Service provision and VPN connectivity** for a site with comparable requirements to those of kasneb. One of the sites must have been a Government of Kenya institution.
 - A letter of appointment as Secondary ISP Business partner.
 - VAT registration certificate.
 - Audited financial statements for the last three years.
 - Form of Tender in the Format provided.
 - Valid KRA tax compliance certificate.
 - A copy of certificate of Registration/Incorporation.
 - A draft Service Level Agreement (SLA).

Failure to submit copies of any of the above listed mandatory requirements shall lead to a firm being declared as non responsive hence shall not qualify to proceed to the Technical Evaluation stage.

- (o) The proposal submission address is:
Secretary and Chief Executive
kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362-00100, Nairobi
Landline telephone number: +254 (020) 4923000. | Cellphone: 0722-201214, 0734-600624
| Email: info@kasneb.or.ke. | Website: www.kasneb.or.ke
- (p) Proposals must be submitted not later than the following date and time **Tuesday, 4 June 2019 at 11.00 a.m.**
- (q) The address to send information to kasneb is:
Secretary and Chief Executive
kasneb Towers, Hospital Road, Upper Hill
P.O. Box 41362, 00100 Nairobi
Tel: +254 (020) 4923000, 2712640
Fax: (020) 2712915
Cellphone: 0722-201214/0734-600624
E-mail: ceo@kasneb.or.ke
Website: www.kasneb.or.ke
- (r) The minimum technical score required to pass: **80%**
- (s) The assignment is expected to commence **immediately after signing of the Contract with the winning firm.**
- (t) All pages of the technical proposal documents submitted must be serialized.

APPENDIX B
TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

1. In preparing the technical proposals the Consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the Consultant's own risk and may result in the rejection of the consultant's proposal.
2. The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
3. The Technical proposal **shall not** include any financial information.
4. All pages of the technical proposal documents submitted must be serialised/numbered.
5. A valid certification from the National Treasury shall be required for the entities owned by youth, women and persons with disabilities.

TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form.
2. Firm's references.
3. Comments and suggestions of Consultants on the Terms of reference and a list of services and facilities to be provided by **kasneb**.
4. Description of the methodology and work plan for performing the assignment.
5. Team composition and Task assignments.
6. Format of curriculum vitae (CV) for proposed Professional staff and a brief of any recent experience of assignment of a similar nature.
7. Time schedule for professional personnel.
8. Standard Forms

Please note that:

- All the pages of the Technical Proposal documents submitted **MUST** be serialised/numbered.
- A valid certification from the National Treasury **SHALL** be required for the entities owned by youth, women and persons with disabilities.
- The draft Service Level Agreement should be tailored to address for the specific service requested by **kasneb** and at the minimum address the following :
 - The status, aims and objectives of the parties involved.
 - Responsibilities of the parties.
 - Quantifiable service levels.
 - Performance measurement.
 - Service support(including timelines , contacts and escalation matrix).
 - Dispute resolution.
 - Rewards and penalties.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____

_____ [*Title of consulting services*]

in accordance with your Request for Proposal dated _____ [*Date*]

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

[*Authorised Signature*]:

[*Name and Title of Signatory*]

[*Name of Firm*]

[*Address:*]

2. FIRM'S REFERENCES

Relevant services carried out in the last five years that best illustrate the competence of the firm

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

| | | |
|--|-----------------------------------|-----------------------------------|
| Assignment Name: | | Country: |
| Name of Client: assignment: | | Client's contact person for the |
| Address: Assignment: | | Duration of |
| Start Date (Month/Year): | Completion Date: (Month/Year): | Approx. Value of Services (Kshs.) |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: | | |
| Brief Narrative Description of Project: | | |

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

| Name | Position | Task |
|------|----------|------|
| | | |
| | | |
| | | |
| | | |
| | | |

2. Support Staff

| Name | Position | Task |
|------|----------|------|
| | | |
| | | |
| | | |
| | | |

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position in this consultancy:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing firm, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Full name of staff member: _____

_____ Date: _____
[Signature of staff member]

Full name of authorised representative: _____

_____ *Date:* _____
[Signature of authorised representative of the firm]

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Week (in the Form of a Gantt Chart)

| Name | Position | Reports Due/ Activities | 1 | 2 | Number of weeks |
|------|----------|----------------------------|---|---|-----------------|
| | | | | | |

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorised representative)

Full Name: _____

Title: _____

Address: _____

APPENDIX C
FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

1. The Financial proposal prepared by the Consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, printing of documents, surveys, development, annual maintenance and transaction costs as may be applicable. The costs should be broken down to be clearly understood by **kasneb**.
2. The financial proposal shall be in Kenya Shillings and shall include the payable taxes.
3. The financial proposal should be prepared using the Standard forms provided in this part.
4. The financial proposal must comply with the law governing the profession of the consultant.
5. Items for which no rate or price is entered by the Tenderer will NOT be paid for by **kasneb** when executed and shall be deemed covered by the other rates and prices.
6. All pages of the financial proposal documents submitted must be serialised/numbered.
7. **The total financial proposal amount shall cater for the provision of ALL the items outlined in the table found on page 12 and 14 of 37.**
8. The vendor will be expected to provide the following costs:

| Service | Costing plan | Remarks |
|----------------------------|---------------------|----------------|
| Support services | Annual | |
| End user Training | Per module per user | |
| Technical support training | Per module per user | |
| Customisation of reports | Per report | |
| Development | Per hour | |
| Report design | Per report | |

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form.
2. Summary of costs.
3. Breakdown of price/per activity.
4. Schedule of payment.

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

(Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for
(_____)
[Title of consulting services]

in accordance with your Request for Proposal dated (_____) [Date]
and our Proposal.

Our attached Financial Proposal is for the sum of (_____)
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

[Authorised Signature]:

[Name and Title of Signatory]

[Name of Firm]

[Address:]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

kasneb

Telephone: 2712640/2712828
E-mail: info@kasneb.or.ke

kasneb Towers
Hospital Road, Upper Hill
P O Box 41362 - 00100
Nairobi

Confidential Business Questionnaire

You are required to give the particulars indicated in part 1 and either 2(a),2(b) or 2(c) whichever applies to your type of business.

A tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name-----
(Attach copy of Certificate of Incorporation or Registration Certificate)

Location of Business-----

Plot No. -----Street/Road-----

Postal Address: ----- Tel. No. -----

Nature of Business-----

Current Trade Licence No. -----Expiry date-----

PIN No. -----VAT No.-----
(Attach copies of PIN and VAT certificates)

Maximum value of business you can handle at any one time: Sh.-----

Name of your bankers-----Branch-----

Part 2 (a) – Sole Proprietor:

Your name in full-----PIN No-----
(Attach copy of Certificate)

Nationality: (State whether Kenyan or Non Kenyan) -----

Part 2(b) – Partnership:

Give names of partners as follows:

1-----

2-----

3-----

4-----

Part 2(c) – Registered Company - Private or Public

Give Details of all Directors as follows:

| No. | Name | PIN No (Attach certificates) | Nationality: (State whether Kenyan or Non-Kenyan). |
|-----|------|---------------------------------|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Signature of Tenderer:----- **Date** -----

APPENDIX E

SAMPLE CONTRACT AGREEMENT

This Agreement, [hereinafter called "the Contract"] is entered into this _____ *[Insert starting date of assignment]*, by and between _____ *[Insert Client's name]* of [or whose registered office is situated at] _____ *[insert Client's address]* (hereinafter called "the Client") of the one part AND _____ *[Insert Consultant's name]* of [or whose registered office is situated at] _____ *[insert Consultant's address]* (hereinafter called "the Consultant") of the other part.

WHEREAS THE CLIENT wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**

- (i) The Consultant shall perform the Services specified in Section III, "Terms of Reference" which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in item 5 of **Appendix B**, "Team composition and task assignments," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in item 7 of **Appendix B**, "Time schedule for professional personnel".

2. **Term**

The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing through to _____ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**

A. Ceiling

For Services rendered pursuant to **Appendix A**, the Client shall pay the Consultant an amount not to exceed _____ *[Insert amount]*.

This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in **Appendix C.**)

| Service | Costing plan | Remarks | Payment Schedule % | Ksh. |
|----------------------------|---------------------|---------|--------------------|------|
| Support services | Annual | | | |
| End user Training | Per module per user | | | |
| Technical support training | Per module per user | | | |
| Customisation of reports | Per report | | | |
| Development | Per hour | | | |
| Report design | Per report | | | |
| Total | | | | |

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below, and subject to the acceptance of the reports as tabulated in paragraph 3B above.

4. **Project administration**

A. Coordinator

The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Item 7 of **Appendix B**, "Time schedule for professional personnel", shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Materials**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairperson of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

13. Force Majeure

A. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

B. No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract shall not be considered to be breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

14. Termination

A. By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this clause;

- (a) If the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and included collusive practice among consultants (prior to submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.

B. By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the following events;

- (a) If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

15.Obligations

A. By the Consultant

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the client's legitimate interests in any dealings with sub-Consultants or third parties subject to item 10 of this contract.

B. By the Client

The Client shall use his best efforts to ensure that he provides the Consultant such assistance, services and facilities as may be necessary for due performance of this contract.

Signed:

FOR THE CLIENT

FOR THE CONSULTANT

Full name: _____

Full name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX F

ANTI-CORRUPTION DECLARATION FORM

Date.....

To.....
.....
.....

I, on behalf of..... (Tenderer name and address)

declare the following:

That I:

- (a) Have not been debarred from participating in public procurement.
- (b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- (c) Have completed this form accurately and that the information provided is true and can be substantiated if required to do so.
- (d) Understand that any inaccuracy in the information filled herein may be used as ground for disqualification of this tender.

.....
Title

.....
Signature

.....
Date

(To be signed by authorized representative and officially stamped)

APPENDIX G

DRAFT LETTER OF NOTIFICATION OF AWARD

Address of kasneb

M/s
P. O. Box
Nairobi

Dear Sir/Madam

RFP NO.KAS/ISP/012/2018/2019: INTERNET SERVICE PROVISION AND VPN CONNECTIVITY FOR kasneb –SECONDARY ISP

This has reference to your proposal dated _____ for **KAS/ISP/012/2018/2019: Internet Service Provision and VPN connectivity for kasneb – Secondary ISP.**

The duration of this contract shall be one (1) year renewable upon satisfactory performance and will commence immediately following the acceptance of the contract award with a possibility of entering into a framework contract for duration to be agreed upon between kasneb and your firm.

You may contact the officer(s) whose particulars appear below in connection with your contract for the provision of the above services.

(Full particulars)_____

The Contract documents are in the course of preparation and you will be invited to sign them after expiry of fourteen (14) days from the date of this letter.

Please acknowledge receipt of this letter of notification signifying your acceptance.

Yours faithfully

SECRETARY AND CHIEF EXECUTIVE OFFICER