



INDEPENDENT POLICING OVERSIGHT AUTHORITY

TENDER FOR PROVISION OF EMAIL AND WEB HOSTING SERVICES

IPOA/OT/02/2020-2021

Dated: January 2021

TABLE OF CONTENTS

INTRODUCTION	3
SECTION I - INVITATION FOR TENDERS	4
SECTION II - INSTRUCTIONS TO TENDERERS.....	7
APPENDIX TO INSTRUCTIONS TO THE TENDERERS	18
SECTION III - GENERAL CONDITIONS OF CONTRACT	25
SECTION IV - SPECIAL CONDITIONS OF CONTRACT	29
SECTION V - SCHEDULE OF REQUIREMENTS.....	30
SECTION VI - DESCRIPTION OF SERVICES	32
SECTION VII - STANDARD FORMS.....	38

INTRODUCTION

The Independent Policing Oversight Authority (IPOA) is seeking for a provider of Email and Web Hosting Services for a period of one year from **1st April 2021 to 30th March 2022**, with possible further extension subject to the Authority decision and performance of the contractor.

SECTION I - INVITATION FOR TENDERS

Date: January, 2021

OPEN TENDER NO.IPOA/OT/02/2020-2021: FOR PROVISION OF EMAIL AND WEB HOSTING SERVICES.

Independent Policing Oversight Authority (IPOA) hereby invites tenderers (**Email and Web hosting Service Providers**) to submit sealed tenders for the provision of **Email and Web Hosting Services** for a period of two years, initially for one year renewable for the second year subject to satisfactory performance.

The Tender documents detailing the requirements will be obtained from Procurement Office, 3rd floor, ACK Garden Annex, 1st Ngong Avenue, Next to Ardhi House, Nairobi on working days between 9.00am and 4.30pm upon payment of a non-refundable fee of Ksh.1,000/= in cash or bankers cheque payable to the Independent Policing Oversight Authority. The document can also be viewed and downloaded from our website www.ipoa.go.ke and Public Procurement Information Portal www.ppip@ppra.go.ke free of charge. Bidders who download the tender document from the website must forward their particulars immediately for records and communication of any further clarifications or addenda. Enquiries can be made via email address: info@ipoa.go.ke. Bidders are advised to regularly visit the IPOA website to obtain any additional/addendum on the tender.

Tenderers should submit the completed tender document, in plain, sealed envelopes indicating the "Tender Number and Tender Description" as described in the tender documents and must be accompanied by a **tender security 2%** of the total tender price in the form of a bank guarantee or banker's cheque from a reputable bank or from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to IPOA **valid for 120 days from date of tender opening.**

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain **valid for ninety (90) days** after date of Tender Opening. The charges should include installation cost and any other applicable/running costs as follows:

No.	Item	Unit Cost (Ksh), <i>a</i>	Unit Number, <i>b</i>	Total Annual Cost (Kshs.), <i>a x b</i>
a)	Hosted Emails on Microsoft office 365 platform Enterprise E1 option for 250 users			
b)	Hosted Emails on Microsoft office 365 platform Enterprise E3 option for 25 users			
c)	Webhosting service with a capacity of 350GB for the website (www.ipoa.go.ke) and database hosting space.			
d)	Migration, Installation and Other Cost			
	Total Cost			

Completed tender documents are to be deposited in the tender box provided at IPOA, ACK Garden Annex 3rd floor, 1st Ngong Avenue, Nairobi or be addressed to:

The Chief Executive Officer
Independent Policing Oversight Authority
P. O. BOX 23035-00100-Nairobi

so as to be received on or before **Tuesday 9th February, 2021 at 11.30 am.**

The bids shall be opened immediately thereafter in the Boardroom on 3rd. floor, ACK Garden Annex, 1st Ngong Avenue, in the presence of bidders or their representatives who choose to attend.

IPOA reserves the right to accept or reject the applications and is not obliged to give reasons for its decision thereof. Any direct or indirect canvassing will lead to automatic disqualification of bidders.

Chief Executive Officer
Independent Policing Oversight Authority

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.

Page

2.1	Eligible Tenderers	7
2.2	Cost of tendering	7
2.3	Contents of tender documents	7
2.4	Clarification of Tender documents	8
2.5	Amendment of tender documents	8
2.6	Language of tenders	8
2.7	Documents comprising the tender	9
2.8	Form of tender	9
2.9	Tender prices	9
2.10	Tender currencies	9
2.11	Tenderers eligibility and qualifications	9
2.12	Tender security	10
2.13	Validity of tenders	11
2.14	Format and signing of tenders	11
2.15	Sealing and marking of tenders	11
2.16	Deadline for submission of tenders	12
2.17	Modification and withdrawal of tenders	12
2.18	Opening of tenders	12
2.19	Clarification of tenders	13
2.20	Preliminary Examination	13
2.21	Conversion to other currencies	13
2.22	Evaluation and comparison of tenders	14
2.23	Contacting the procuring entity	15
2.24	Post-qualification	15
2.25	Award criteria	15
2.26	Notification of award	16
2.27	Signing of Contract	16
2.28	Performance security	16
2.29	Corrupt or fraudulent practices	16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 of the Public Procurement Act, 2015.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form

- xiii) Tender Self Declaration form SD1& SD2
- xiv) Tender Securing Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.14 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE Tuesday 9th February, 2021 at 11.30 am**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday 9th February, 2021 at 11.30 am.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 9th February, 2021 at 11.30 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

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

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Email and Web Hosting Services
2.10	Particulars of other currencies allowed. Not Applicable
2.11	Particulars of eligibility and qualifications documents of evidence required <ul style="list-style-type: none"> i) Certificate of Registration / Incorporation under the companies Act (CAP 486) ii) Valid Tax Compliance Certificate iii) Dully Filled Tender Form iv) Price Schedule duly filled v) Confidential Business Questionnaire duly filled vi) Tender Self Declaration form SD1& SD2 vii) Tender Securing Declaration form viii) Audited Accounts for the last two (2) years
2.12	Particulars of tender security if applicable. 2% of the total tender price valid for 120 days from the date of tender opening.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of Performance Security if applicable Not Applicable
2.13	Validity of tenders: Tenders shall remain valid for 90 days after date of tender opening
	State date and time of tender closing: Tuesday 9th February, 2021 at 11.30 am.
2.16.3	Bulky tenders Bulky tenders that will not fit in the tender box shall be delivered to the procurement unit and shall be signed for if required.
2.18	Opening of tenders: Immediately after closing time.

EVALUATION CRITERIA

1. PRELIMINARY/ MANDATORY EVALUATION CRITERIA

Preliminary Evaluation Checklist

Bidders are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	A) Stage One: Mandatory Requirements	Attached / Validity
1	Certificate of Registration / Incorporation under the companies Act (CAP 486)	
2	Valid Tax Compliance Certificate	
3	Copy of valid Business Permit	
4	At least five (10) reference letters from referees whom you have successfully undertaken similar assignment in last three (3) years	
5	Attach Valid Manufacturer Current Authorization Letter for the year 2021 or Certificate of Agency/Partnership/Dealership	
6	Provide copy of valid License from Communication Authority of Kenya as a Content Service Provider and Application Service Provider	
7	Attach Valid Copies of Financial Audited statements for the last 2 years i.e. 2018 and 2019. The Financial Audited statements MUST bear the name and Practicing License/Certificate Number of auditors.	
8	Proposed design for the hosted services detailing high level of service availability and redundancy.	
9	Provide at least five (5) certificates of staff with professional competence in Microsoft office 365 administration, Linux, security, network administration and management of hosted services.	
10	Attach a dully signed site survey form for HQ office as per Annex 1.	
11	Proof of provision of services as a Network Facilities provider tier 1 or 2.	
12	Hosted Emails on Microsoft office 365 platform Enterprise option for E1 & E3	
13	Bidder proposes a 350GB website (www.ipoa.go.ke) and database hosting space on Linux Environment that supports the latest version of apache and SQL	
14	Proof of Service/ customer support desk accessible through ALL of the following: Telephone: Email: Physical Address:	
15	Gantt Chart and Implementation Schedule for the service.	

16	All tenders must be accompanied by an ORIGINAL bid security equivalent to 2% of the total tender price	
17	Duly filled in, signed and rubber stamped Self Declaration form (SD1 &SD2) as per Regulation 47 of Public Procurement and Asset Disposal Regulation, 2020	
18	Duly filled in confidential business questionnaire.	
19	Duly filled in Tender Securing Declaration Form as per regulation 146 & 155(2) of Public Procurement and Asset Disposal Regulation, 2020	
20	Dully filled and signed form of tender	

NB: All the above MUST be met to qualify for the 2nd Stage

2. TECHNICAL EVALUATION CRITERIA

Technical Evaluation Response Form/Criteria

In this section the tenderer is expected to provide information to enable The Authority (IPOA) assess their capability and qualification for the service. A score will be awarded as below to arrive at the maximum technical score for each candidate.

Description					Score			
1	Presentation of the Document					3		
	Well-presented document with ease of reference – 2 Points							
	Comprehensive and complete document – 1 Points							
2	Specific experience of the consultant related to the assignment					8		
	Ten similar projects successfully completed in the last three (3) years- provide proof (provide certificate of completion / recommendation letter) – 8 Points							
	Less than 10 similar projects successfully completed in the last three (3) years- provide proof (provide certificate of completion / recommendation letter) – 4 Points							
3	Qualification and Competence; Attach CV's, academic and following professional Certificates for the various proposed project members as per the TOR;					9		
	Title	Academic Qualification	Professional Qualification	No. of personnel	Point			
	Project Manager	Msc. Computer Science or related field OR	PMP, PRINCE 2 (Practitioner Level)	1No	2			
		Bsc. Computer Science or related field			1			
	Project Engineer	Msc. Computer Science or related field OR	MSCE/LINUX/CCNP/SECURITY	1No	2			
		Bsc. Computer Science or related field			1			

	Deployment Engineer	Bsc. Computer Science or related field	MSCE/LINUX/CCNP/SECURITY	3 No	3	
4	Project Plan & Methodology of implementation				10	
	Solution Design and Deployment				2	
	Deployment Duration				2	
	Redundancy at last mile and at upstream				2	
	Site Visit survey report (HQ Offices). Attached dully signed template as per annex 1.				2	
	Proof of scalability & capacity i.e. provide for flexibility in terms of bandwidth upgrade and downgrade where applicable				2	
5	Demonstrate ability to provide and sustain the proposed technologies, licenses and Capacities				34	
	Ability to provide Hosted Emails on Microsoft office 365 platform Enterprise E1 option for 250 users and E3 option for 25 users and fully meets the technical requirement in section 3 (a & b) and Section 4 (Objective, Scope and Additional Requirement sections)				17	
	Ability to provide Webhosting service with a capacity of 350GB for the website (www.ipoa.go.ke) and database hosting space and fully meets the technical requirement in section 3 (c) and Section 4 (Objective and Scope and Additional Requirement sections)				17	
6	Provision for support, on-site warranty support and user training				6	
	Able to guarantee connectivity at 99.99% availability (supported by draft SLA)				2	
	Provision of a 24/7 Service Desk and provide contact phone numbers and email addresses for the same where IPOA can report problems.				1	
	Commitment of the bidder to train key technical staff				1	
	Service Level Agreement (SLA) confirming the product is warranty on equipment and replacement within Next Business Day (NBD)				2	
	Maximum Technical Score				70	

N/B: Bidders who score 60 and above on technical evaluation will proceed to financial evaluation.

B) Due diligence will be carried out to only technically qualified firms to confirm their capability and other aspects related to email and web hosting services.
(Note: the results of due diligence shall determine award of contract, pursuant to clause 2.24 - 2.24.3). Due diligence will include and not limited to ground checks from the referees and performance of previous contracts

D) Stage Three: Financial Evaluation

The commercial evaluation and final ranking of the bids will take into consideration the scope of work.

The evaluation committee will determine whether the financial proposals are complete. In all cases, the total price of the financial proposal submitted shall prevail.

Award of Contract:

The Contract for email and web hosting services shall be awarded to the bidder who has passed technical / attained the mandatory technical score and has quoted the lowest price. Due diligence will be undertaken to confirm capacity of the bidders.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	Page
3.1 Definitions	23
3.2 Application	23
3.3 Standards	23
3.4 Use of contract documents and information	
3.5 Patent Rights	23
3.6 Performance security	23
3.7 Inspections and tests	24
3.8 Payment	24
3.9 Prices	25
3.10 Assignment	25
3.11 Termination for default	25
3.12 Termination for insolvency	25
3.13 Termination for convenience	25
3.14 Resolution of disputes	26
3.15 Governing language	26
3.16 Force majeure	26
3.17 Applicable law	26
3.18 Notices	26

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor/service provider shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on

completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5 *Patent Right's*

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

3.6 *Performance Security*

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

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

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

3.7 *Inspections and Tests*

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 *Payment*

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

3.9 *Prices*

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

3.10 *Assignment*

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 *Termination for Default*

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 *Termination of insolvency*

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6 Performance security	Not Applicable
3.8 Payment	Services rendered shall be paid within 30 days after submission of the invoice to the procuring entity
3.9 Price adjustment	Specify price adjustments allowed No Price adjustments allowed.
3.14 Resolution of disputes	Specify resolution of disputes
3.17 Applicable law	Laws of Kenya
3.18 Notices to	Director / Chief Executive Officer Independent Policing Oversight Authority ACK Garden Annex,3rd Floor P. O. BOX 23035-00100 N A I R O B I
Other's as necessary	Complete as necessary
Delivery of Services	For a Contract period of one (1) year with an option of renewal for an additional one year (on same terms and conditions) subject to Satisfactory Performance

SECTION V - SCHEDULE OF REQUIREMENTS

IPOA wishes to engage Email and Web hosting services. The Service provider must meet the following conditions:-

- 1) Certificate of Registration / Incorporation under the companies Act (CAP 486)
- 2) Valid Tax Compliance Certificate
- 3) Copy of valid Business Permit
- 4) At least five (10) reference letters from referees whom you have successfully undertaken similar assignment in last three (3) years
- 5) Attach Valid Manufacturer Current Authorization Letter for the year 2021 or Certificate of Agency/Partnership/Dealership
- 6) Provide copy of valid License from Communication Authority of Kenya as a Content Service Provider and Application Service Provider
- 7) Attach Valid Copies of Financial Audited statements for the last 2 years i.e. 2018 and 2019. The Financial Audited statements MUST bear the name and Practicing License/Certificate Number of auditors
- 8) Proposed design for the hosted services detailing high level of service availability and redundancy.
- 9) Provide at least five (5) certificates of staff with professional competence in Microsoft office 365 administration, Linux, security, network administration and management of hosted services.
- 10) Attach a dully signed site survey form for HQ office as per Annex 1.
- 11) Proof of provision of services as a Network Facilities provider tier 1 or 2.
- 12) Hosted Emails on Microsoft office 365 platform Enterprise option for E1 & E3
- 13) Bidder proposes a 350GB website (www.ipoa.go.ke) and database hosting space on Linux Environment that supports the latest version of apache and SQL
- 14) Proof of Service/ customer support desk accessible through ALL of the following:
Telephone: Email: Physical Address:
- 15) Gantt Chart and Implementation Schedule for the service.
- 16) All tenders must be accompanied by an ORIGINAL bid security equivalent to 2% of the total tender price
- 17) Duly filled in, signed and rubber stamped Self Declaration form (SD1 &SD2) as per Regulation 47 of Public Procurement and Asset Disposal Regulation, 2020
- 18) Duly filled in confidential business questionnaire.

- 19) Duly filled in Tender Securing Declaration Form as per regulation 146 & 155(2) of Public Procurement and Asset Disposal Regulation, 2020
- 20) Dully filled and signed form of tender

SECTION VI - DESCRIPTION OF SERVICES

6.0 SERVICES TO BE PROVIDED

The offeror shall provide quotations for provision of Email and Web Hosting Services to the Independent Policing Oversight Authority.

6.1 GENERAL REQUIREMENTS

- a) Implement Hosted Email on Microsoft Office 365 cloud platform with the following options; Enterprise E1 license for 250 users and Enterprise E3 license for 25 users and their related services.
- b) Migrate email and website data from the current service provider to the proposed platform.
- c) Ensure that the hosted email is access through the domain <https://mail.ipoa.go.ke> with no redirection of any sort.
- d) Service provider shall provide 350GB capacity for the website (<https://www.ipoa.go.ke>) and its database hosting space. Preferred platform for web hosting is Linux Environment that supports the latest version of apache and SQL.
- e) Ensure that IPOA IT team staff are suitably trained and equipped in the usage of Microsoft Office 365, website hosting platform and related applications.

1. SCOPE/OPERATIONAL REQUIREMENTS/SERVICE LEVELS:

a) OFFICE 365 ENTERPRISE E1 PRODUCT FEATURES

- i) Business services—email, file storage and sharing, Office Online, meetings and IM, and more. Office applications not included.
- ii) Services included: OneDrive, Exchange, SharePoint, Skype for Business, Microsoft Teams, Yammer.
- iii) Email hosting with 50 GB mailbox and custom email domain address.
- iv) Web versions of Outlook, Word, Excel, and PowerPoint (desktop versions of applications not included).
- v) File storage and sharing with 1 TB OneDrive storage.
- vi) Inform and engage with communication sites and team sites throughout your intranet using SharePoint.
- vii) Host unlimited HD video conferencing meetings with up to 250 people.

- viii) Host meetings for up to 10,000 people with Skype Meeting Broadcast.
- ix) Get a hub for teamwork with Microsoft Teams.
- x) Collaborate across departments and locations with Yammer.
- xi) Manual retention and deletion policies and manual classifications
- xii) Search and discovery with Delve.
- xiii) Manage schedules and daily staff work tasks with Microsoft Staff Hub.
- xiv) Manage tasks and teamwork with Microsoft Planner.
- xv) Maximum number of users: unlimited.
- xvi) FastTrack deployment support with purchase of 50+ seats at no extra cost.
- xvii) 24/7 phone and web support

b) OFFICE 365 ENTERPRISE E3 PRODUCT FEATURES

- i) All the features of Office 365 ProPlus and Office 365 Enterprise E1 plus security and compliance tools, such as legal hold, data loss prevention, and more. Office applications included: Outlook, Word, Excel, PowerPoint, OneNote Access (PC only), Publisher (PC Only).
- j) Services included: OneDrive, Exchange, SharePoint, Skype for Business Microsoft Teams, Yammer.
- k) Email hosting with 100 GB mailbox and custom email domain address.
- l) Desktop versions of Office 2016 applications: Outlook, Word, Excel, PowerPoint, and OneNote, plus Access and Publisher for PC only.
- m) Web versions of Outlook, Word, Excel, and PowerPoint
- n) One license covers 5 phones, 5 tablets, and 5 PCs or Macs per user
- o) File storage and sharing with unlimited OneDrive storage
- p) Inform and engage with communication sites and team sites throughout your intranet using SharePoint
- q) Host online and video conferencing meetings for up to 250 people
- r) Host meetings for up to 10,000 people with Skype Meeting Broadcast.
- s) Get a hub for teamwork with Microsoft Teams.
- t) Collaborate across departments and locations with Yammer.
- u) Discovery with in-place search, hold, and export.
- v) Manage schedules and daily staff work tasks with Microsoft Staff Hub.
- w) Manage tasks and teamwork with Microsoft Planner.

- x) Manual retention and deletion policies and manual classifications.
- y) Maximum number of users: unlimited.
- z) FastTrack deployment support with purchase of 50+ seats at no extra cost.
- aa) 24/7 phone and web support

c) *WEBSITE HOSTING SERVICE PROVISION TECHNICAL REQUIREMENT*

- i) Service provider shall provide 350GB website (www.ipoa.go.ke) and database hosting space.
- ii) Work with our current Webhosting provider in migrating the website to your (bidders) host site.
- iii) Preferred platform for web hosting is Linux Environment that supports the latest version of apache and SQL.
- iv) Supports PHP 5.2 or later, MySQL 5 or later, blog and CMS scripts (Joomla, WordPress and etc).
- v) The provider shall provide server logs and website statistics on at least a monthly basis.
- vi) Service provider shall deliver to IPOA, in electronic form, the raw server logs of all website activity on need basis.
- vii) The provider shall perform backups and maintain a complete and current copy of the website. Vendor must guarantee that backups are performed at least once a week and provide the ability for a quick site restoration in the event of a failure.
- viii) The provider shall ensure that the backend is scalable, and has a highly available connectivity to the hosted server.
- ix) The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen.
- x) The provider shall put in place security to prevent unauthorized access to the production website, other restricted areas of the website, servers and any databases or other sensitive or confidential material generated from or used in conjunction with the website.
- xi) Vendor shall monitor site for intrusions and shall notify IPOA of any known security breaches or holes.
- xii) The platform shall support multi-lingual.
- xiii) Accessible to mobile devices (cross-platform).
- xiv) Secure, reliable (99.9% availability), fault tolerant infrastructure.
- xv) Site analytics including usage, and other statistics shall be provided by the vendor.

xvi) The vendor shall carry out regular updates and upgrades as appropriate, and necessary.

2. ADDITIONAL REQUIREMENT:

- a) File storage and sharing - Provide One Drive for Business with 1 TB of personal storage per user that syncs with their Personal Computers or Mac for offline access.
- b) SharePoint online and Team sites - Provide Team Sites on Ms. SharePoint to allow teams collaboration on projects, documents, notes, tasks, and conversations organized together. This should include the following Features; Modern Team Sites for Collaboration, External Sharing, Content Management, Portals Creations, Enterprise Search, Mobile Apps and Workflows
- c) Office Online - Create and edit Word, OneNote, PowerPoint, and Excel documents from any modern browser.
- d) Administration - Provide an administration portal with privileged user access for configuration services, from an online portal and automated management with Power Shell commands. Allow service requests directly through the admin portal.
- e) Instant messaging and Skype connectivity - Connect with other Skype for Business users via instant message, voice calls, and video calls, and let people know your availability with your online status.
- f) Advanced Threat Protection (ATP) - Provide a cloud-based email filtering service to help protect IPOA against unknown malware and viruses by providing robust zero-day protection, that includes features to safeguard the organization from harmful links in real-time. ATP should have rich reporting and URL trace capabilities that give admins insight into the kind of attacks happening in the organization.
- g) The Threat Analytics should continuously learn from the behavior of users, devices, and resources and adjusts to reflect the changes in the rapidly evolving enterprise and Technologies.
- h) Private enterprise social network. - Provide an enterprise social network that empowers employees to be more productive and successful by enabling them to collaborate easily, make decisions faster, and self-organize into teams to take on any business challenge.
- i) Up to date - No need to pay for version upgrades; updates shall be included in the Office 365 subscription.
- j) Active Directory integration - Manage user credentials and permissions. Single sign-on and synchronization with Active Directory.
- k) Transfer all related email public addressing services from the current provider in order for the provider to assume complete management of electronic mail routing and provisioning.

- l) Services that cannot be transferred shall be replaced by the service provider to ensure a single point of contact and management for all related services
- m) Bidders must justify in the bid document that they are the sole provider of the proposed solution and not subcontracting other third party.
- n) A detailed schedule of tasks with timelines must be given to provide a tentative period of which implementation, testing and completion of the project will take place.
- o) The provider must have 7x24x365 coverage for technical assistance and / or helpdesk facilities. Under normal circumstance, all problems should be resolved within maximum 24 hours after receipt of notification from IPOA ICT team. The provider will maintain a 24/7 Service Desk and provide contacts with phone numbers and email addresses for the same where IPOA can report problems.
- p) The provider is 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 nonoperational;
- q) The successful provider must have physical presence, including availability of technical support, in the country;
- r) The provider will be expected to provide on-site personnel for the installation period until the service are fully available.
- s) The provider will be responsible for the planning, design and setup of the Email & Webhosting and will be expected to provide a clear time line on the deployment.
- t) The provider should provide a complete technical contact list and a clear problem tracking, ticketing, escalation and reporting procedures.
- u) The provider should be able to guarantee service all times with connectivity guarantee of 99.99% availability. If the availability Guarantee is not met in a calendar month, the customer (IPOA) is eligible to receive credit to 1/30 of the monthly service charge for that month for each hour of outage in excess of the 99.99% guaranteed under SLA.
- v) Should the provider be unable to provide service for a time exceeding 4 hours during a billing period, the bill for the period should deduct a prorated amount for the time when service was unavailable.
- w) The provider will train key ICT technical staff from IPOA for first level troubleshooting of the proposed technologies.
- x) The provider should provide a draft Service Level Agreement while responding.
- y) The Bidder must provide the following information:

- i. Scalability - The solutions should be scalable. This means that it should be possible to vary requirements from time to time depending on existing IPOA requirements.
- ii. Platform dependability – to what degree do the components require a particular software or hardware environment.
- iii. Security – to what degree does the platforms processes and data protected.
- iv. Reliability of Email & Webhosting services. Reliability - Provide a guaranteed 99.9% uptime, financially backed service level agreement (SLA).
- v. Redundancy – to what degree are duplicate components required to ensure a continuous operation. IPOA expects full redundancy and the details have to be availed in the proposal.
- vi. Provide Detailed CVs and certifications of key professional staff who will be involved in the Project.
- vii. Delivery Lead Time.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Tender Self Declaration form SD1& SD2
9. Tender Securing Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

PROVISION OF EMAIL AND WEB HOSTING SERVICES

No.	Item	Unit Cost (Ksh), <i>a</i>	Unit Number, <i>b</i>	Total Annual Cost (Kshs.), <i>a x b</i>
1	Hosted Emails on Microsoft office 365 platform Enterprise E1 option for 250 users			
2	Hosted Emails on Microsoft office 365 platform Enterprise E3 option for 25 users			
3	Webhosting service with a capacity of 350GB for the website (www.ipoa.go.ke) and database hosting space.			
4	Migration, Installation and Other Cost			
	Total Cost			

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No,Street/Road.....
 Postal addressTel No.Fax Email.....
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of your bankers.....
 Branch.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows																				
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Part 2 (c) – Registered Company																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																				
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

TENDER –SECURING DECLARATION FORM –REGULATION 146 &155(2)
{MANDATORY}

[The bidder shall complete this Form in accordance with the instructions indicated]

Dateof Tender Submission

Tender No:

To:.....[Name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender –Securing Declaration.
2. I/we accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of...**24 months**..... starting on the date of this tender, if we are in breach of our obligation(s) under the bid conditions, because we –(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of the bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/ we understand that this Tender Security Declaration Shall expire if we are not the successful Tender(s), upon the earlier of:
 - (a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (b) Thirty days after the expiration of our Tender.
4. I/we understand that if I am/we are/in a joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Security Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity/Title: Director or Partner or sole proprietor etc.....

Dully authorized to sign the bid for or on behalf of.....[Complete name of Tenderer]

Dated on.....Day of.....[insert date of signing]

Seal or stamp

TENDER –SELF DECLARATION FORMS –REGULATION 47 {MANDATORY}

FORM SD1:

[SEL DECLARATION THAT THE PERSON/ TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015].

I,.....of Post Office Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of[insert name of the Company] who is a Bidder in respect of Tender No.....for.....[insert tender title/description] for.....[insert name of the Procuring entity] and dully authorized and competent to make this statement.
2. THAT the aforementioned Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

Title.....Signature.....Date.....

FORM SD2:

[SELF DECLARATION THAT THE PERSON/ TENDERER WILL NOT ENGAGE IN ANY CORRUPTION OR FRAUDULENT PRACTICE]

I,.....of Post Office
Box.....being a resident of.....in the Republic
of.....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director
of.....[insert name of the Company] who is a Bidder in respect of
Tender No.for.....[insert tender title/description]
for.....[insert name of the Procuring entity] and dully
authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents
of.....[insert name of the Procuring entity] which is the
procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents/ subcontractors have not offered any inducement
to any member of the Board, Management, Staff and/or employees and/or agents
of.....[insert name of procuring entity]

4. THAT the aforesaid Bidder will not engage/ has not engaged in any corrosive practice with other bidders
participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

Title.....Signature.....Date.....

Bidder's Official Stamp

ANNEX 1: SITE SURVEY FORM:



EMAIL & WEBHOSTING TENDER SITE SURVEY

The purpose of this survey is to ensure that the provider has an understanding of the location, assess the existing technologies and platforms for Quality of Services (QoS) and smooth running of the proposed technology.

This form is to certify that M/S _____ has visited IPOA _____ for the above exercises. On their visit they were taken through the existing technologies and platforms.

The following are some of the findings;

1. Existing Technologies & Compatibility (AD)_____
2. Is the existing Active Directory Platform/version compatible with the Microsoft hosting solution proposed? YES NO
3. Any other Remark.

NAME: _____
COMPANY: _____
SIGNATURE: _____ DATE: _____
STAMP: _____

HOSTED BY:
IPOA OFFICER/ ICT OFFICER: _____
SIGNATURE: _____ DATE: _____
STAMP: _____