

AFRICAN UNION

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UNION AFRICAINE

UNIÃO AFRICANA

**AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS
COUR AFRICAINE DES DROITS DE L'HOMME ET DES PEUPLES**

P.O Box 6274 Arusha, Tanzania - Telephone: +255 732 979506/9; Fax: 255 732 979503

Website: www.african-court.org Email : registrar@african-court.org

AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS

REQUEST FOR PROPOSAL

FOR INTERNET SERVICE PROVISION AND WEBSITE HOSTING

Procurement Number: AfCHPR/PTS/2018/18

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Invitation for Bids

**PROVISION OF INTERNET AND WEBSITE HOSTING SERVICES TO THE
HEADQUARTERS AND THE RESIDENCES OF THE PRESIDENT AND REGISTRAR OF
THE AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS**

Procurement Number: AfCHPR/PTS/2018/18

The African Court on Human and Peoples' Rights (AfCHPR) whose headquarters is located in Arusha, Tanzania is an Organ of the African Union. In its effort to carry out its mandate, the Court would like to procure Internet and Website hosting services.

African Court now invites proposals from eligible bidders to provide Internet and Website hosting services. More details on the services are provided in the attached Terms of Reference.

The financial and technical offers must be delivered in two separate inner envelopes to the address below on or before 17:00hrs on 28th February 2018

Hour's local time. Envelopes should be clearly marked with the Title of the procurement and procurement number.

***African Court* shall sign a framework agreement for TWO year with a successful bidder with a possibility of extension once subject to satisfactory performance.**

Bidders are required to provide, but not limited to the following:

- Valid registration documents,
- Audited financial statements
- Latest Tax Clearance Certificate.
- Submission of a technical and financial proposal in the format provided in the bid document. (Technical and financial offers must be in two separate sealed envelopes)
- Where bidders are bidding as a joint venture, a joint venture agreement or Memorandum of understanding is required. It should be clearly indicated who the lead bidder is.

Bids shall be valid for a period of 90 days. Bid opening will be *7th March 2018 at 14:00hrs* local time in the presence of bidders or bidders' representatives who will choose to attend, at African Court offices situated at TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road; **Late bids will be rejected and returned unopened to bidders.**

A firm will be selected under ***Quality and cost Based Selection Method*** and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Bidders
- Section 3 – Data Sheet
- Section 4 - Technical Proposal - Standard Forms

Section 2. Information to Bidders

Section 5 - Financial Proposal – Standard Forms

Section 6- Terms of Reference, Deliverables and Time Frame

The bid is open to all eligible firms from AU affiliated countries.

Yours sincerely,

Dr Robert Eno
Registrar

African Court on Human and Peoples' Rights



Bid submission check list for Bidders

No	Description	tick
1	Duly filled Technical Proposal in format under section 4 and guidelines in section 6 on Terms of Reference	
2	Duly filled Financial Proposal in format under section 5 and guidelines in section 6 on Terms of reference	
3	Read and understood the Terms of Reference (section 6) and Bid data under Section 3	
4	Bid validity (90 days)	
5	Attached relevant documents	
	I. Certificate of incorporation	
	II. Valid trading license	
	III. VAT Registration certificate (If Applicable)	
	IV. Financial statements (last two years)	
	Any other Relevant documentation	
5	Submitted ONE original and THREE copies of each Offer in separate envelopes, (Please Note that the technical and Financial Proposal should be in separate envelopes)	

SECTION 2

Information to Bidders

1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm in accordance with the method of selection specified in the Data Sheet.
- 1.2 The bidders are invited to submit a Technical and a financial proposal for the services listed in the Data Sheet. The bids will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing their bid. To obtain firsthand information about the service and on the local conditions, bidders are encouraged to visit the Client before submitting a bid and to attend a pre-bid conference if one is specified in the Data Sheet. Attending any specified pre-bid conference is optional. The bidders' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-bid conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 Note that: (i) the costs of preparing the bid and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the service; and (ii) the Client is not bound to accept any of the bids submitted.
- 1.6 Bidders are required to provide professional, objective, and impartial advice, and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other services or their own corporate interests. Bidders shall not compete for any service that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the service in the best interests of the Client.
- 1.7 Bidders are expected observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy *African Court*
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice"³ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) "coercive practice"⁵ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
 - (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.
- 1.8 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the client in accordance with the above sub-paragraph 1.7
- 1.9 Bidders shall furnish information as described in the Financial Bid submission form (Section 5A) on commissions and gratuities, if any, paid or to be paid to agents relating to this bid, and to execute the work if the firm is awarded the contract.

**2. Clarification
and**

- 2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the

¹ In this context, any action taken by a bidder, supplier, contractor, sub-contractor or consultant to influence the procurement process or contract execution for undue advantage is improper.

² "Another party" refers to an officer of the client acting in relation to the procurement process or contract execution. In this context, "officer of the client" includes staff and employees of other organizations taking or reviewing procurement decisions.

³ a "party" refers to any officer of the client; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ "Parties" refers to any participants in the procurement process (including officers of the client) attempting to establish bid prices at artificial, non competitive levels.

⁵ a "party" refers to any participant in the procurement process or contract execution.

Section 2. Information to Bidders

- | | |
|-----------------------------------|---|
| Amendment of RFP Documents | bid submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests. |
|-----------------------------------|---|
- 2.2 At any time before the submission of bids, the Client 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 addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited bidders and will be binding. The Client may at its discretion extend the deadline for the submission of bids.
- | | |
|------------------------------|---|
| 3. Preparation of Bid | 3.1 Bidders are requested to submit a bid (paragraph 1.2) written in the language(s) specified in the Data Sheet. |
| Technical Bid | 3.2 In preparing the Technical Bid, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a bid. |
| | 3.3 While preparing the Technical Bid, bidders must give particular attention to the following: |
| | (i) If a bidder considers that it does not have all the expertise for the service, it may obtain a full range of expertise by associating with individual bidder(s) and/or other bidders or entities in a joint venture, as appropriate. Bidders may associate with the other bidders invited for this service only with approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the Client to enter into a joint venture with bidders not invited for this service. The bidders are encouraged to seek the participation of local bidders by entering into a joint venture with, or subcontracting part of the service to bidders who are Nationals of African Union Member States. |
| | (ii) Reports to be issued by the bidders as part of this service must be in the language(s) specified in the Data Sheet. |
| | 3.4 The Technical Bid shall provide the following information using the Standard Forms attached in Section 4: |
| | (i) A brief description of the firm's organization and an outline of recent experience on services (Section 4B) of a similar nature. For each service, the outline should indicate, inter-alia, the, duration of the service, contract amount, and the firm's involvement. |
| | (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C). |
| | (iii) A description of the methodology and work plan for performing the service (Section 4D). |

- (iv) A detailed description of the proposed methodology, staffing, and monitoring of performance.
 - (v) Any additional information requested in the Data Sheet.
- 3.5 The Technical Bid shall not include any financial information.
- Financial Bid**
 - 3.6 In preparing the Financial Bid, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Bid should follow the Standard Forms in Section 5.
 - 3.7 The Financial Bid shall include all the costs the bidder incurs to provide the services, but shall exclude all local taxes levied within African Union Member States on the invoice issued by the bidder (such as local sales tax, services tax or withholding tax).
 - 3.8 Bidders may express the price of their services in United States Dollar (USD), or in TZS.
 - 3.9 Commissions and gratuities, if any, paid or to be paid by bidders and related to the service will be listed in the Financial Bid submission form (Section 5A).
 - 3.10 The Data Sheet indicates how long the bids must remain valid after the submission date. During this period, the bidder is expected to keep available the professional staff proposed for the service. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the bids, the bidders who do not agree have the right not to extend the validity of their bids.
- 4. Submission, Receipt, and Opening of Bids**
 - 4.1 The original bid (Technical Bid and Financial Bid; see paragraph 1.2) shall be prepared in indelible ink. It 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 persons or person signing the bid.
 - 4.2 An authorized representative of the firm should put initials on all pages of the bid. The representative's authorization must be confirmed by a written power of attorney accompanying the bid.
 - 4.3 For each bid, the bidders shall prepare the number of copies indicated in the Data Sheet. Each Technical Bid and Financial Bid shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the bid, the original will govern.
 - 4.4 The original and all copies of the Technical Bid shall be placed in a sealed envelope clearly marked "Technical Bid," and the original and all copies of the Financial Bid in a sealed envelope clearly marked "Financial Bid" Bid." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information

Section 2. Information to Bidders

indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Committee."

- 4.5 The completed Technical and Financial Bids must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any bid received after the closing time for submission of bids shall be returned unopened.
- 4.6 After the deadline for submission of bids, the Technical Bid shall be opened immediately by the Bid Opening Committee.
- 4.7 The Firm may withdraw its Bid after the Bid's submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Bids. The Firms' withdrawal notice shall be prepared, sealed, marked, and dispatched, or may also be sent by telex or fax but followed by a signed confirmation copy. No Bid may be modified subsequent to the deadline for submission of bids. No Bid may be withdrawn in the Interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the firm on the Bid Submission Form.

5. Bid Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its bid, it should do so in writing at the address indicated on the Data Sheet. Any effort by the firm to influence the Client in bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's proposals.

Evaluation of Technical Bids

- 5.2 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive bid will be given a Technical Score (St). A bid shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.3 In the case of Quality-Based Selection, Selection Based on Bidder's Qualifications, and Single-Source Selection, the highest ranked firm, or the firm selected on a single-source basis, is invited to negotiate a contract on the basis of the Technical Bid and the Financial Bid submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.

Evaluation of Financial Bids:

- 5.4 The evaluation committee will determine whether the Financial Bids are complete (i.e., whether they have provided prices for all services on the corresponding Technical Bids; if not, the Client

**Ranking (QCBS
Method Only)**

will add their cost to the initial price) and correct any computational errors. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties as per paragraph 3.7.

- 5.5 In case of QCBS, the lowest priced Financial Bid (Fm) will be given a financial score (Sf) out of 100 points. The financial scores (Sf) of the other Financial Bids will be computed as indicated in the Data Sheet. Bids will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weighting for the Technical Bid; P = the weighting for the Financial Bid as indicated in the Data Sheet. T + P = 1); The firm achieving the highest combined technical and financial score using the formula:

$$S = St \times T\% + Sf \times P\%$$

will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated on the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree on the final Terms of Reference, staffing, and bar charts indicating activities, staff, , and reporting. The agreed work plan and 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 agreed prices and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the service.
- 6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm's tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS.
- 6.4 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will sign the agreed contract. If negotiations fail, the Client will invite the firm whose bid received the second highest score to negotiate a Contract.

Section 2. Information to Bidders

7. Award of Contract

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the unopened Financial Bids of those bidders who did not pass the technical evaluation (paragraph 5.3).
- 7.2 The firm is expected to commence the service on the date and at the location specified on the Data Sheet.

8. Confidentiality

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

Section 3. Information to Consultants – Data Sheet

ITB Clause 5.1 The address for communications to the Client is:
The African Court offices situated at TANAPA, Mwalimu Julius Nyerere
Conservancy Centre, Phase II, Dodoma Road.
Email: procurement@african-court.org

5.2 The focal point is Mr. Alex Mollel, Procurement, Travel and Stores
Officer.

ITB Clause 5.3 The number of points to be given under each of the technical evaluation
criteria are:

5.3.1 Ability to provide the internet capacity as described below in the
three sites. **(Sub-Total Points: 32)**

i. **SITE I:** African Court Headquarters

Location: Julius Nyerere Conservation Phase II, Dodoma
Road, Arusha, Tanzania.

Requirements: Twenty Five (25) Megabyte per Second dedicated
bandwidth.

Connection: Fiber optic laid to the server room

ii. **SITE II:** African Court President's Residence

Location PPF Oloirien Premises Arusha, Tanzania

Requirements: One (1) Megabyte per second dedicated bandwidth.

Connection: Microwave broadband

iii. **SITE III:** AfCHPR Registrar's Residence

Location PPF Oloirien Premises Arusha, Tanzania

Requirements: One (1) Megabyte per second dedicated bandwidth.

Connection: Microwave broadband

5.3.2 Showing the ability to meet the minimum requirements for Internet
Service provision to all sites. **(Sub-Total Points: 44)**

5.3.2.1 The provider should ensure 24 x 7 hours connectivity to all sites
with a minimum assurance of 98% of stipulated bandwidth and
availability to the sites. **(4 Points)**

5.3.2.2 Online traffic monitoring tools should be made available by the
Provider with access rights to the Court's IT Specialists and the
provider shall provide a traffic report every week to the African
Court IT Department. **(4 Points)**

5.3.2.3 **24 x 7** technical helpdesk support should be available to the
Court's Sites by phone or on-site support, depending on the
severity of the problem with two dedicated engineers to be
allocated by the Provider stipulated in the contact. **(4 Points)**

5.3.2.4 Any Scheduled maintenance done by the Provider should be
performed during off peak hours (5pm – 6am). Notice of any
planned maintenance should be given to the Client at least 48 hours
prior to planned downtime. Ideal notice is at least 1 to 2 weeks. **(4
Points)**

Section 3. Information to Consultants – Data Sheet

- 5.3.2.5 Keeping the client aware of any major changes in the industry, regional or worldwide outages, which may have an impact on their service policies or procedures. **(4 Points)**
- 5.3.2.6 Putting in place an appropriate security plan and maintenance security plan, taking into account the security situation at the client's networks where the services are being provided; the client reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. **(4 Points)**
- 5.3.2.7 Indication of all necessary equipment needed including the setup, such as modems, UPS, terrestrial links, routers and other accessories to provide required data speed and quality of Internet connectivity. **(4 Points)**
- 5.3.2.8 Provision of diagrams representing how the network is designed in general and detailed mapping of all the connections point to point. **(4 Points)**
- 5.3.2.9 The design of the network should be in such a fashion that each site is independent of all other sites; should one site fail, it should not affect any other location. **(4 Points)**
- 5.3.2.10 Providing evidence of technical capabilities, including network diversity, control, monitoring and maintenance, hours of operation for both technical and non-technical support. **(4 Points)**
- 5.3.2.11 Having a technical team within the vicinity of Arusha. **(4 Points)**
- 5.3.3 Showing the ability of the bidder to assist in a seamless transition from the current ISP to his end by moving the databases and adding the Host (A) record and Mail exchanger (MX), Pointer (PTR) and the websites which are being hosted outside the premises of the Court. **(Sub-Total Points: 5)**
- 5.3.4 The ability of the providers to demonstrate proof of concept for the Internet services at the three sites for one week testing period at his/her own cost. **(Sub-Total Points: 5)**
- 5.3.5 Ability to provide Web Hosting Services as follows: **(Sub-Total Points: 14)**
 - 5.3.5.1 Host files such as data, text, sound, photographs, graphics, video, messages or other materials ("Content") **(2 Points)**
 - 5.3.5.2 Provide Website Administrative Controls **(2 Points)**
 - 5.3.5.3 Provide user ability to Manage/Change Passwords **(2 Points)**
 - 5.3.5.4 Have Password Protected Update Access **(2 Points)**
 - 5.3.5.5 Have flexible Upload/Update features **(2 Points)**
 - 5.3.5.6 Technical Support on Website administration. **(2 Points)**
 - 5.3.5.7 Have a high degree of uptime. **(2 Points)**

Total Points:

100

The minimum technical score required to pass is 70 points.

Section 3. Information to Consultants – Data Sheet

ITB Clause 5.4 The single currency for price submission is *USD or TZS*

The date of exchange rates is the applicable rate at the time of the service delivery.

ITB Clause 6.1 Negotiations will be held at The African Court offices situated at TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road.

ITB Clause 7.2 The service is expected to commence: *1st April 2018*

SECTION 4.

Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 4C. Comments and suggestions of bidders on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.

4A. TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: {Name and address of Client}

Sir / Madam:

We, the undersigned, offer to provide the services for {Title of services and Procurement Number} in accordance with your Request for Proposals dated {Date} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial⁶ Proposal sealed under a separate envelope.

We declare that we have no conflict of interest as defined by Section 1.7 of the Information to Consultants in relationship to performance of this assignment.

If negotiations are held during the period of validity of the Proposal, i.e., before {Date} we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

⁶ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete "and a Financial Proposal sealed under a separate envelope."

4B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Section 4. Technical Proposal - Standard Forms

Firm's Name: _____

**4C. COMMENTS AND SUGGESTIONS OF BIDDERS 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.

4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
(REFER TO TERMS OF REFERENCE UNDER SECTION 6 FOR GUIDANCE)

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ 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. Use about half a page.}

Education:

{Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.}

Languages:

{For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.}

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 organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.}

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

{Signature of staff member and authorized representative of the firm} Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorised representative: _____

SECTION 5.

Financial Bid - Standard Forms

- 5A. Financial Bid submission form.
- 5B. Summary of costs.
- 5C. Breakdown of price per activity.

5A. FINANCIAL BID SUBMISSION FORM

{Date}

To: {Name and address of Client}

Sir / Madam:

We, the undersigned, offer to provide the services for {Title of services and Procurement Number} in accordance with your Request for Bids dated {Date} and our Bid (Technical and Financial Bid). Our attached Financial Bid is for {Amounts in words and figures}. These amounts are exclusive of the local taxes which shall be identified during negotiations and shall be added to the above amount if applicable.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid, i.e., {Date}.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Bid and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Bid you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

5C. BREAKDOWN OF PRICE PER ACTIVITY (IF APPLICABLE)

Activity No.: _____

Description: _____

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		

SECTION 6

Terms of Reference

Terms of Reference for provision of Internet and Website hosting services to the African Court on Human and Peoples' Rights (AfCHPR) Headquarters, residences of the President and Registrar of the African Court on Human and Peoples' Rights

1. PURPOSE

The purpose for this Request For Proposal (RFP) is to solicit proposals from Internet Service Providers (ISPs) to provide Internet and Website hosting services to the African Court on Human and Peoples' Rights (AfCHPR) Headquarters, residences of the President and Registrar of the Court as specified in this RFP. The African Court anticipates award of a service contract to the provider offering the best value to the Court considering technical and financial factors.

The contract will be for an initial base period of two years with an option for extension once based on satisfactory performance.

2. PROFILE OF THE AFRICAN COURT

The African Court on Human and Peoples' Rights (AfCHPR) was established by the Protocol to the African Charter on Human and Peoples' Rights, which was adopted by Member States of the then Organization of African Unity (OAU) in Ouagadougou, Burkina Faso in June 1998. The Protocol entered into force on 25 January 2004. The Court's mission is to complement and reinforce the functions of the African Commission on Human and People's Rights in protecting human and peoples' rights in African Union Member States.

The seat of the Court is in Arusha, Tanzania. Providers are invited to know more about the Court by visiting its website www.african-court.org

3. REQUIREMENTS

3.2. The Court requires Internet services as follows;

3.2.1. **SITE I:** African Court Headquarters

Location: Julius Nyerere Conservation Phase II, Dodoma Road, Arusha, Tanzania.

Requirements: Twenty Five (25) Megabyte per Second dedicated bandwidth.

Connection: Fiber optic laid to the server room

3.2.2. **SITE II:** African Court President's Residence

Location PPF Oloirien Premises Arusha, Tanzania

Requirements: One (1) Megabyte per second dedicated bandwidth.

Connection: Microwave broadband

3.2.3. **SITE III:** AfCHPR Registrar's Residence

Location PPF Oloirien Premises Arusha, Tanzania

Requirements: One (1) Megabyte per second dedicated bandwidth.

Connection: Microwave broadband

3.3. The Web Hosting Service should be able to provide for the following:

3.3.1. Ability to host files such as data, text, sound, photographs, graphics, video, messages or other materials ("Content")

3.3.2. Provide Website Administrative Controls

3.3.3. Provide user ability to Manage/Change Passwords

3.3.4. Have Password Protected Update Access

3.3.5. Have flexible Upload/Update features

3.3.6. Technical Support included as part of the hosting service cost

3.3.7. Have a high degree of uptime

3.4. **MINIMUM REQUIREMENTS**

3.4.1 The provider should ensure 24 x 7 hours connectivity to all sites with a minimum assurance of 98% of stipulated bandwidth and availability to all sites.

3.4.2 Online traffic monitoring tools should be made available by the Provider with access rights to the Court's IT Specialist and the provider shall provide a traffic report every week to the African Court IT Department.

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- 3.4.3 24 x 7 technical help desk support should be available to the Court's Sites by phone or on-site support, depending on the severity of the problem with two dedicated engineers to be allocated by the Provider stipulating their contact details.
- 3.4.4 Any Scheduled maintenance done by the Provider should be performed during off peak hours (5pm – 6am). Notice of any planned maintenance should be given to the Court at least 48 hours prior to planned downtime. Ideal notice is at least 1 to 2 weeks.
- 3.4.5 The design of the network should be in such a fashion that each site is independent of all other sites; should one site fail, it should not affect any other location.

The African Court runs its mail server onsite and the websites are being hosted outside the premises of the Court, in this case, the service provider will be required to help in a smooth transition from the current ISP to his end by moving the databases and adding the Host (A) record and Mail exchanger (MX), Pointer (PTR) etc.

4. PREPARATION OF THE PROPOSALS

4.1. TECHNICAL PROPOSAL

The technical proposal is a critical item in consideration of an award of contract. Therefore, it should be specific, complete and presented concisely.

- 4.1.1 The shortlisted service providers will be requested to demonstrate proof of concept for the Internet services at the Court for one week testing period at his/her own cost.
- 4.1.2 The Provider should stipulate the technical capabilities, including network diversity, control, monitoring and maintenance, hours of operation for both technical and non-technical support.
- 4.1.3 The Provider should provide a detailed Service Level Agreement (SLA) document, including how penalties are assessed and credits provided for failure to meet specified SLA's Incident management and escalation procedures.
- 4.1.4 The providers shall indicate all necessary equipment needed including modems, UPS, terrestrial links, routers and other accessories to provide required data speed and quality of Internet connectivity.
- 4.1.5 The provider shall provide diagrams representing how the network is designed in general and detailed mapping of all the connections point to point.
- 4.1.6 The Provider shall put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the African Court Networks where the services are being provided; the Court reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary.
- 4.1.7 All services provided must be installed, tested and ready for use not later than 5 days after signing the contract. Failure to do so the African Court has the right to revoke the contract.
- 4.1.8 The Provider shall keep the Court aware on any major changes industry, regional or worldwide outages, which will have an impact on their service policies or procedures.
- 4.1.9 The Provider shall stipulate a meeting plan with the African Court to discuss issues of mutual concern, to review the Provider's performance and to discuss improvements which the Provider or the Court should make in order to achieve a more effective service and support
- 4.1.10 The technical proposal must set forth in detail the Provider's capability and past performance.

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4.1.11 It's an added advantage if the provider has a technical team within the vicinity of Arusha.

Other technical requirements that you wish to explain.

1. Please provide a copy of the registration documents of your company	
2. Please list the Industry awards your company has received (year, name, purpose of the award)	
3. Please explain the key performance indicators you use to manage similar contracts	
4. Please provide audited financial statements for the last 3 fiscal years	
5. Please provide a full organizational chart	
6. Please provide a listing of your workforce showing qualifications, experience in the industry, length of service with the company, and gender.	
7. Please provide a listing of your top 5 clients in the last five years (name, turnover, major types of services rendered.)	
8. Please provide a statement on your present technological capabilities as well as your plans in this regard.	
9. Please provide a listing of your top 3 clients with whom you have an established contract. Please explain how long you have been working with them and what type of contract you have with them (commissions, management fee, transaction fee, Etc.). What is the transaction volume with each of the client? Please provide a sample copy of Service Level Agreement with any of your top 5 clients clearly indicating any proposed penalties for not meeting agreed service level targets.	

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10. Please provide a statement of relevant experiences to the type of contractual arrangement you are bidding for.	
11. Please provide information on your association with any other ISPs	
12. Would you envisage that any portion of this contract would be sub-contracted? What portion and why?	
13. Does your company have any pending or threatened litigation? If so please describe it.	
14. Please briefly explain if you are willing to provide the services listed in the "requirements" section of this RFP. Please briefly explain how you would provide those services (e.g. What standards would you be using? What procedures would you be following?)	
15. List the top four ISPs you do most business with and please explain the factors that lead you to do this level of business with them.	
16. Do you have an Account Manager for your existing contracts? If so, briefly describe the role, relationship and reporting structure of the Account Manager as it pertains to this account.	
17. Briefly explain how you differentiate yourselves from your competition.	



**SECTION V –
FINANCIAL PROPOSAL**

- i. The installation fees shall be paid after completion of installation/commissioning and certification by the African Court.
- ii. The Court reserves the right to reduce the fees, should the service outage by the vendors be continuous and is more than 24 hours in a week.
- iii. All the sites should have separate quotations stipulating the following
 - Equipment costs (if any)
 - Monthly connection fees
 - Other cost implications

NB: All prices quoted should be exclusive of VAT.

Yours sincerely,

Dr Robert Eno
Registrar

African Court on Human and Peoples' Rights

