

15<sup>th</sup> August 2019

## REQUEST FOR PROPOSAL (RFP) RFP Number

For the establishment of a:

### LONG TERM AGREEMENT

In regards to:

PROVISION OF INTERNET SERVICES TO HABITAT FOR HUMANITY MALAWI

### LETTER OF INVITATION

Dear Sir/Madam,

1. Habitat for Humanity is seeking qualified Bids for the provision of *Internet services*. Your company is hereby invited to submit your best Technical and Financial Bids for the requested services. Your Bid could form the basis for a Long-Term Agreement (LTA) between your company and Habitat for Humanity.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Section III:	HFHM General Conditions of Contract
Section IV:	HFHM Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Section VII:	Contractual Forms

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found Section I – Instructions to Bidders, clause 18 Submission, Sealing and Marking of Bids.
4. Bidders are requested to carefully read Section I – Instructions to Bidders, clause 18 Submission, Sealing and Marking of Bids, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, Habitat for Humanity Malawi will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.

All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than *2<sup>nd</sup> September, 2019, at 15:00 Malawi time<sup>1</sup>*:

- a. If you choose to submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 18.3 Submission of hard copy Bids, and should reach the following address:

**Habitat for Humanity Malawi**

Area 14 Lilongwe

P.O.Box 1638

- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to clause 18.3 Submission of electronic Bids, should reach the email inbox of [jchagunda@habitat.mw](mailto:jchagunda@habitat.mw) Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
5. Bids received after the stipulated date and time will be rejected.
  6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form . A completed Form should be e-mailed to: no later than 26<sup>th</sup> August, 2019 and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help HFHM improve its future Bid exercises.
  7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: [jchagunda@habitat.mw](mailto:jchagunda@habitat.mw)

Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, clause 8 Clarifications of solicitation documents. Do not submit a Bid to this contact, or your Bid will be declared invalid, as Habitat for Humanity Malawi will not be able to guarantee the confidentiality of the Bid process.

8. This letter is not to be construed in any way as an offer to contract with your company/institution.

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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. Habitat for Humanity Malawi is looking for qualified suppliers for *provision of internet services*, located in [Malawi].
- 1.2. As a result of this competitive Bid process, HFHM plans to sign non-exclusive Long-Term Agreements (LTAs) with lead and back-up supplier(s) for 3 years. In addition to the initial term, the LTA(s) will have the option of a one-year extension, subject to satisfactory performance and price competitiveness.
- 1.3. In the event of HFHM signing an LTA the following shall apply:
  - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, located in Malawi, that wishes to avail itself of such terms, after written consent from HFHM's Malawi Country Office
  - 1.3.2. The LTA template specified in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE, shall be used.
  - 1.3.3. HFHM will not be committed to purchase any minimum quantity of the goods/services, and purchases will be made only if and when there is an actual requirement. HFHM shall not be liable for any costs in the event that no purchase is made under any resulting LTA. All reductions in market prices provided by the supplier will be passed on in full to HFHM.
  - 1.3.4. The successful Bidder(s) shall have the right to review their prices every 12 months from commencement of the LTA, and shall notify HFHM in writing 90 days prior to the 12-month period of a proposed price decrease or increase. The successful Bidder(s) shall provide proper justification for any price increase. HFHM shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful Bidder(s) in writing of its decision.

#### 2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested *services* and have legal capacity to perform in the country, or through an authorized representative.
- 2.2. Bidders and all parties constituting the Bidder may hold any nationality.
- 2.3. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - 2.3.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by HFHM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
  - 2.3.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders clause 17 is not permitted. However, this does not limit the participation of subcontractors in more than one Bid.
  - 2.3.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to HFHM and seek HFHM's guidance.
  - 2.3.4. The following information must be disclosed in the Bid:
    - 2.3.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of

HFHM staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and

- 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
  - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. Bidders under declaration of ineligibility by HFHM in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission, they are:
- 2.4.1. Listed as suspended by other organisations
  - 2.4.2. Declared ineligible by other organizations
- 2.6. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with HFHM.

### **3. Cost of Bid**

- 3.1. Bidder will bear all costs associated with the preparation and submission of the Bid(s), and the procuring HFHM entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

### **4. Fraud and Corruption**

- 4.1. HFHM's Policy regarding fraud and corruption is available by clicking on Fraud Policy and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. HFHM is committed to preventing, identifying, and addressing all acts of fraud against HFHM, as well as against third parties involved in HFHM activities. To this effect, HFHM has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. HFHM requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of HFHM contracts.
- 4.4. Pursuant to this Policy, HFHM defines the terms set forth as follows:
  - 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
  - 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - 4.4.4. "Coercive practice" means 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;
  - 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of HFHM's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a HFHM investigation into allegations of fraud and corruption.

- 4.4.6. “Unethical practice” means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. HFHM will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
- 4.6. HFHM will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a HFHM contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for, or in executing, a HFHM contract/agreement.
- 4.7. Any supplier participating in HFHM’s procurement activities must provide all required documents, records, and other elements to HFHM personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the HFHM supplier roster and may lead to suspension following review by HFHM.
- 4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the HFHM Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the HFHM Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives’ agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow HFHM to repudiate and terminate the Agreement, and to debar and remove the supplier from HFHM’s list of registered suppliers.

## 5. Zero Tolerance

- 5.1. HFHM has adopted a zero-tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to HFHM personnel.

## 6. Disclaimer

- 6.1. Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

## B. SOLICITATION DOCUMENTS

### 7. HFHM Bidding document

- 7.1. This RFP document is posted on Habitat For Humanity Malawi Website.

- 7.2. Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	HFHM General Conditions of Contract
Section IV:	HFHM Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form

Annex D:	Bidder's Previous Experience
Annex E:	Price Schedule Form
Annex G:	Checklist of Bid Forms

- 7.3. Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.
- 7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise HFHM if they disagree.
- 7.5. The requirements included in this document are the minimum requirements of the services solicited. Services offered in the Bid must meet or exceed all requirements herein.

## 8. Clarifications of Bidding documents

- 8.1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to:

Joana Chagunda, Procurement Officer, and [jchagunda@habitat.mw](mailto:jchagunda@habitat.mw)

Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as HFHM will not be able to guarantee the confidentiality of the Bidding process.

Bidders may request clarifications no later than 9<sup>th</sup> August, 2019, at 15:00 Malawi time<sup>2</sup>.

- 8.2. HFHM will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and HFHM's answers will also be posted on Habitat For Humanity Website.
- 8.3. HFHM will respond to requests for clarifications as soon as possible. However, delays in HFHM's response will not oblige HFHM to extend the Bid submission deadline. HFHM may extend the deadline in specific cases HFHM deems justified and necessary.

## 9. Amendments to Bidding documents

- 9.1. At any time prior to the Bid submission deadline, HFHM may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an amendment.
- 9.3. To give prospective Bidders reasonable time to take the amendments into account, HFHM may, at its discretion, extend the Bid submission deadline.

## C. PREPARATION OF BIDS

### 10. Language of the Bid

- 10.1. Bid documents and all related correspondence will be written in English.



10.2. Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

#### **11. Bid currency and prices**

11.1. All prices shall be in Malawi Kwacha or any other convertible currency.

11.2. The Bidder shall indicate on the Price Schedule Form in accordance to SECTION VI – ANNEX E: PRICE SCHEDULE FORM the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the LTA.

#### **12. Most favored pricing**

12.1. By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to HFHM.

#### **13. Validity of Bids**

13.1. Bids must remain valid for *90 calendar days* after the Bid submission deadline. HFHM will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, HFHM may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

### **D. SUBMISSION OF BIDS**

#### **14. Documents establishing eligibility and conformity to Bid documents**

14.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in clauses 15 Technical Bid and 16 Financial Bid, to be completed and returned in hard copies or in electronic format depending on the submission approach selected.

14.2. Submission of a Bid that does not substantially respond to the HFHM Bid document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.

#### **15. Technical Bid**

15.1. Documents establishing the eligibility of the Technical Bid:

15.1.1. Completed and signed Bid Submission Form;

15.1.2. SECTION VI – ANNEX B: BID SUBMISSION FORM, in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, HFHM shall consider that the bidder has accepted all such conditions. For the sake of good order, at the time of bid evaluation HFHM will request the bidder to provide the signed Bid Submission Form.

15.1.3. Completed Bidder Identification Form; SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM in PDF format.

15.1.4. Completed Bidder's Previous Experience; SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE in PDF format.

15.1.5. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily

be limited to the information listed in SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID in PDF format

- 15.1.6. Supporting documents/information per the Supplier Qualification Requirements;
- 15.1.7. SECTION V: SUPPLIER QUALIFICATION REQUIREMENT
- 15.1.8. Copy of last three (3) years of audited financial statements.

## **16. Financial Bid**

- 16.1. Bidders must complete the Price Schedule Form in accordance to SECTION VI – ANNEX E: PRICE SCHEDULE FORM – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
- 16.2. Please consider the following information when completing the Price Schedule Form:
  - 16.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in SECTION VI – ANNEX E: PRICE SCHEDULE FORM. Bidders are required to provide separate figures for each of the steps for each item.
  - 16.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
  - 16.2.3. All prices/rates Bid must be exclusive of all taxes, since HFHM is exempt from taxes. The applicable unit of measure should be clearly indicated.
  - 16.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

## **17. Partial & Alternative Bids**

- 17.1. Partial Bids are allowed under this RFP. HFHM reserves the right to select and accept a part or parts of any Bid.
- 17.2. Alternative bids are not accepted. In the event of a supplier submitting more than one bid, the following shall apply:
  - 17.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
  - 17.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

## **18. Submission, sealing, and marking of Bids**

- 18.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.
- 18.2. HFHM provides alternative methods of Bid submission:
  - 18.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in clause Submission of electronic Bids 18.3
  - 18.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause 18.4
  - 18.2.3. Any of the above options is acceptable and only one method is required. In accordance with HFHM's green procurement initiative, electronic submissions are strongly encouraged.

### **18.3. Submission of electronic Bids**

- 18.3.1. Bidders must enter the following text in the subject line: HFHM/**MWI/RFP/19/001**, **Company Name**, and specify "Technical Bid" or "Financial Bid". Example below:
    - 18.3.1.1. HFHM/**MWI/RFP/19/001** [**Company name**], Technical Bid email X
    - 18.3.1.2. HFHM/**MWI/RFP/19/001** [**Company name**], Financial Bid 18.3.1.3.
- Submissions without this text in the subject line may be rejected.

- 18.3.2. Electronic submissions must be sent only to [jchagunda@habitat.mw](mailto:jchagunda@habitat.mw). Bids received at [jchagunda@habitat.mw](mailto:jchagunda@habitat.mw) mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
- 18.3.3. The total size of the email submission must **not exceed 20 MB**, including e-mail body, attachments, and headers.
- 18.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in clauses 20.3 & 20.4. If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email X" sequentially, and the final "email Y – final".
- 18.3.5. It is the Bidder's responsibility to ensure that Bids sent by email are received by the submission deadline.

#### 18.4. Submission of hard copy Bids

18.4.1. Bidders must prepare one Original set of all Bid documents, In addition to the hard copy; Bidders should enclose their Bid documents in a USB or CD containing an electronic version of the Bid. In the event of a discrepancy between the electronic and the hard copy version, the hard copy document will govern. Please assure to use separate media (USB or CD) for the Technical Bid and Financial Bid.

18.4.2. Marking of hard copy Bids

18.4.2.1. The **outer envelope** must be clearly marked with:

HABITAT FOR HUMANITY MALAWI, Off Presidential Drive, Next to Pacific Villas  
Area 14, PO Box 1638  
Lilongwe,  
Malawi  
HFHM /MWI/RFP/19/001, Company Name  
Attention: *The IPC Chairperson*  
**TO BE OPENED ONLY BY AUTHORIZED HFHM PERSONNEL**  
**DO NOT OPEN BEFORE 3<sup>rd</sup> September 2019 at 15:00 Malawi Time**

18.4.2.2. The envelope must indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as required, HFHM will assume no responsibility in the event of Bid misplacement or premature opening.

18.4.2.3. The **inner envelopes** must be clearly marked with:

HABITAT FOR HUMANITY MALAWI, Off Presidential Drive, Next to Pacific Villas  
Area 14t, PO Box 1638  
Lilongwe,  
Malawi  
HFHM/MWI/RFP/19/001, Company Name  
Attention: *The IPC Chairperson*  
**TO BE OPENED ONLY BY AUTHORIZED HFHM PERSONNEL**  
  
Submission 1 of 2: HFHM/MWI/RFP/19/001 [Company name], Technical Bid

#### **19. Deadline for submission of Bid and late Bids**

19.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by HFHM accordingly. HFHM will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of HFHM.

#### **20. Modification and withdrawal of Bids**

20.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by HFHM, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.

20.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by HFHM prior to the submission deadline.

20.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to clause 18 - Submission, sealing and marking of Bids based on the approach utilized. The respective envelope or email shall be clearly marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL". Any revision to the Bid must be received by the deadline.

20.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

#### **21. Storage of Bids**

21.1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in HFHM's RFP.

### **E. BID OPENING AND EVALUATION**

#### **22. Bid opening**

22.1. To be specified in the advert

22.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.

22.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders' names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.

22.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

#### **23. Clarification of Bids**

23.1. To assist in the examination, evaluation and comparison of Bids, HFHM may ask Bidders for clarification of their Bids. The request for clarification and the response shall be in writing by HFHM, and no change in price or substance of the Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to HFHM request for clarification or request for additional information.

## **24. Preliminary examination of Bids**

- 24.1. Prior to the detailed evaluation, HFHM shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.
- 24.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.
- 24.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - 24.3.1. Affects in any substantial way the scope, quality, or services specified; or
  - 24.3.2. Limits in any substantial way, inconsistent with the Bidding documents, HFHM's rights or the Bidder's obligations under the LTA; or
  - 24.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 24.4. HFHM considers material deviations to include, but not be limited to the following:
  - 24.4.1. During preliminary examination of Bids
    - 24.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
    - 24.4.1.2. The Bidder indicates in the Bid that they do not accept important LTA conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
    - 24.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
    - 24.4.1.4. Non-eligibility of the Bidder;
    - 24.4.1.5. Financial information is included in the Technical Bid.
  - 24.4.2. During technical evaluation of Bids and qualification of Bidders:
    - 24.4.2.1. Bids do not reach the minimum threshold on technical score.
    - 24.4.2.2. The Bidder does not meet the minimum conditions for qualification.
  - 24.4.3. During Financial evaluation of Bids:
    - 24.4.3.1. Required price components are missing;
    - 24.4.3.2. The Bidder offers less quantity than what is required
- 24.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by HFHM and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **25. Non-conformities, errors, and omissions**

- 25.1. Provided that a Bid is substantially responsive:
  - 25.1.1. HFHM may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
  - 25.1.2. HFHM may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
  - 25.1.3. HFHM shall correct arithmetical errors on the following basis:

- 25.1.3.1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of HFHM there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;
- 25.1.3.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

**26. Evaluation of Bids**

- 26.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 26.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 80% and who have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 26.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of LTA award shall not be disclosed to Bidders or any other person not officially concerned with such process until the LTA award is published.
- 26.4. Any effort by a Bidder to influence HFHM in the examination, evaluation, comparison, and post qualification of the Bids or LTA award decisions may result in the rejection of its Bid.
- 26.5. Notwithstanding from the time of Bid opening to the time of LTA award, if any Bidder wishes to contact HFHM on any matter related to the Bidding process, it should do so in writing.

**27. Technical evaluation**

- 27.1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.

1. Technical approach and methodology – understanding nature and scope of work	100		30%	
2. Implementation (work) plan and management plan	100		20%	
3. Experience in similar projects Professional Experience in the area of socialization	100		20%	
4. Previous clients’ references and relevance of these references to the ToRs for this evaluation	100		15%	
5. Types of experts and team structure – the qualifications and competences as well as suitability of the personnel proposed for the assignment.	100		15%	

<b>GRAND TOTAL ALL CRITERIA</b>	<b>500</b>		<b>100%</b>	
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## 27.2. Scoring Scale System

27.2.1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

## 28. Supplier qualification requirements

28.1. The responses from the Bidders compared to SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM and SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed LTA.

1	Legal and regulatory requirements	HFHM shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	
2	Bidder is established as a company and legally incorporated in the country		
3	Bidder is not a banned or suspended supplier		
4	Financial stability (Section V, clause 4)		
5	Bidder is experienced and technically capable of delivering the LTA (Section V, clause 5)		

28.2. Notwithstanding anything stated above, HFHM reserves the right to assess the Bidder’s capabilities and capacity to execute the LTA satisfactorily before deciding on award.

28.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments



submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

## 29. Financial evaluation

29.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in 29 and is considered qualified through the supplier qualification process described in clause 31. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

29.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form SECTION VI – ANNEX E: PRICE SCHEDULE FORM. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

$$\text{Financial Score} = \frac{\text{Lowest Bid (\$)}}{\text{Bid being Scored (\$)}} \times 100 \text{ (Maximum Score)}$$

## 30. Total score

30.1. The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

$$\text{Total Score} = 70\% \text{ Technical Score} + 30\% \text{ Financial Score}$$

## F. AWARD OF LONG-TERM AGREEMENT AND FINAL CONSIDERATIONS

### 31. Award of long-term agreement (LTA)

31.1. HFHM intends to award lead and back-up LTA(s) to the Bidder(s) that obtains the highest, second highest and the third highest combined score of the Technical and Financial evaluation.

31.2. HFHM reserves the right to make multiple arrangements for any item(s) where, in the opinion of HFHM, the Bid winner cannot fully meet the delivery requirements or it is deemed to be in HFHM's best interest to do so. Any arrangement under this condition shall be made on the basis of the highest combined scoring Bid, the second-highest, etc.

### 32. Rejection of Bids and annulments

32.1. HFHM reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/Purchase Orders or if the Bidder from HFHM's perspective is not in a position to deliver Purchase Orders that will be issued pursuant to the LTA(s).

32.2. HFHM reserves the right to annul the RFP and reject all Bids at any time prior to award of the LTA without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.

32.3. Bidders waive all rights to appeal against the decision made by HFHM.

### 33. Right to vary requirements and to negotiate at time of award

33.1. At the time of award of the LTA and any Purchase Order(s) pursuant to the LTA HFHM reserves the right to vary the quantity of goods and/or services specified in the RFP without any change in the hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.



33.2. HFHM reserves the right to negotiate the price with the Bid winner before awarding the LTA to ensure that the Financial Bid is competitive on all aspects of the price.

33.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.

33.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

#### **34. Signing of the long-term agreement (LTA)**

34.1. The procurement official will send the successful Bidder(s) the LTA valid for 2 years with possibility of extension for additional 1 year, which constitutes notification of award. Successful Bidder(s) shall sign and date the LTA, and return it to HFHM within 10 calendar days of receipt of the LTA. To facilitate the process of signing the LTA, Bidders are expected to have reviewed the LTA template found in SECTION VII – ANNEX A: LONG TERM AGREEMENT TEMPLATE of the Bidding documents prior to submitting a Bid. After receipt of any Purchase Order(s) issued pursuant to the signed LTA, the successful Bidder shall deliver the goods and/or services in accordance with the delivery schedule outlined in the Purchase Orders.

34.2. The LTA will be established between the successful Bidder(s) and HFHM to allow HFHM to contract the provision of the specified goods/services. The resultant Agreement represents an offer on the part of the successful Bidder(s) to provide HFHM with goods/services, at the prices agreed and under the Conditions of Contract detailed for the duration of the Agreement. These Agreements will not be considered as contracts, nor oblige HFHM to any financial commitment whatsoever. Only Purchase Orders made pursuant to such Agreements will constitute a commitment on HFHM's part.

34.3. HFHM reserves the right to discontinue the agreements if the supplier's performance is not satisfactory to HFHM.

34.4. The LTA holders shall hold the prices fixed and not subject to change throughout the validity of the Agreements. LTA holders shall be responsible to apply any special offer or discounts (if applicable) which may become effective at the time of fulfilling the order to any Purchase Order(s) issued under the Agreements. Such discounts shall be reflected in the corresponding supplier invoices.

#### **35. Publication of Contract Award**

35.1. HFHM shall inform the winner via email

#### **36. Payment Provisions**

36.1. HFHM's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

## SECTION II: TERMS OF REFERENCE (TOR)

### Scope of work

Habitat for Humanity Malawi is looking for a local internet service provider that is able to deliver internet service to all the UN agencies in the geographical areas listed in Table 1. These services would be required starting from October 2019.

**Table 1: Agency and bandwidth requirements**

No.	Name of Organization	Physical Location	Bandwidth Mbps	Comments
1	Habitat for Humanity Malawi	Area 14 Lilongwe	10	Primary, redundant and residences (2 links)
		<b>Total</b>	<b>10</b>	

### TECHNICAL REQUIREMENTS

- Internet service should be based on fixed monthly fee payment plan with no additional payment or limitation by traffic amount and/or time.
- Speed requirement: symmetric bandwidth (uplink/downlink) requirement for each agency as reflected in the above table.
- Service Level Agreement and Quality of Service for Internet driven data, voice, video, email, enterprise resourcing planning applications and services
- No limitations on traffic/ports; bandwidth capacity should be ensured through direct IP connection; no mandatory proxy servers and firewalls.
- Reliability and Quality of service must be ensured. Overall uptime should not be less than 99.9%.
- Packet loss should be no greater than 1%.
- Data confidentiality guarantee;
- All necessary hardware, cabling and software (if required for Internet service) should be provided and set up by the provider.
- The vendor is requested to provide a DNS service.
- Redundant, dedicated point to point links to the Internet;
- ISP must be able to manage the Customer Premises Equipment (CPE) to be installed in the different agencies' premises.
- Free and unlimited technical support. Contacts for service faults by telephone and email should be provided. An account manager/focal person should be specified.
- Comprehensive and versatile monitoring and reporting system including system and service availability, bandwidth performance and application status and use, traffic management, network monitoring and access to raw log files for each link.
- The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities. Under normal circumstances, all problems should be resolved within maximum 24 hours after receipt of notification from any of the participating agencies. The provider is also responsible for contacting designated Habitat for Humanity Malawi network focal person(s) for both scheduled and un-scheduled downtime.

- The provider is required to describe what alternate routing or fall back arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become nonoperational. The provider is to indicate what contracting arrangement they have with the primary Internet providers they work with.
- The successful provider must have a physical presence, including availability of technical support, in the country;
- A billing mechanism will be agreed on between the selected provider and HFHM;
- Support related to installation and maintenance of the contracted service must be free of charge;
- No bandwidth cap or quotas on upload or download;

### **Qualification Requirements**

- a) Vendor should have the expertise and min 3-year experience in internet service provisioning.
- b) Vendor must prove the capacity and ability to provide Global Connectivity and management services.
- c) Vendor should submit copies of Client Satisfactory Certificates from at least three (3) clients each for the last 2 years for similar contracts.
- d) Brief company profile with the following information:
  - Expertise of Firm/Organization – this section should provide details regarding: Primary business activity; Date of company Establishment; Ownership structure of the company; management structure of the organization, organizational capability/resources, and experience of organization/firm
  - List of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the TOR
  - List of all entities participating in the contract as a Subcontractor, Joint venture or Consortium including: Primary business activity; Date of company establishment; Ownership structure of the company; List of similar projects involved in references of previous clients (name of institution, contact person, contact phone number and email address)
  - Proof of vendor financial stability and adequacy of resources to complete the services required of any other entity participating in the TOR as a Joint Venture or Consortium
- e) Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.
- f) Vendor must submit their Service Level Agreement, which defines parameters of rebates for nonperformance including Mean Time to Repair (MTTR) for each of the offices listed in Appendix 1, independent remote access for fault diagnosis, etc. and penalties for non-comply.
- g) Vendor must describe application of QOS and COS management on an actual network
- i) Vendor must provide list of local and/or international offices of presence
- j) Vendor must name and describe its functional service monitoring and traffic analysis system
- k) Vendor must describe their global services provision and subcontracting if any in each of the countries including global owned and/or subcontracted support centers
- l) Vendor must provide proposed Global Network design to complete the services required by the TOR including all own and /or subcontracted network segments and links including main hub, IXP and POP and terrestrial connectivity.
- m) Technology for service provision to be identified for each leg/termination (i.e. VSAT, microwave, MPLS, other integration to the terrestrial backbone)
- n) Vendor to identify locations of their Internet exchange points and average latency to the POP
- o) Vendor to describe procedure for upgrade, downgrade or termination of the services and any charges that may apply for earlier termination of the service

### **SLA Parameters**

#### Service Management and Support

Vendor must ensure availability of Operation Center/Help Desk able to provide 24x7x365 service support through email, telephone, online support.

a) Operation Center/Help Desk role:

- Define initial severity and next status update for a problem
- Create an Incident ticket within 15 min of fault detection or reporting and update recording all action
- Provide status update relevant field office focal point at daily intervals
- Troubleshoot and identify any link problem
- Provide field office focal point with a reason for failure in no more than 4 hours
- Provide 24/7 monitoring and control of all network components
- Support field office focal point during service restoration
- Availability, Usage, Incident, and Reason for Outage (RFO) reports should be available upon request.

Note: Use of Web based/email Ticketing System

Vendor must use trouble ticketing system for any issue or query raise by HFHM. A ticket should be generated for all cases, quarterly meetings with account manager. Corporate services supervisor and technical leader to review tickets and performance. Ticketing system and reporting must be accessible to HFHM focal points through a web interface, email, and phone

b) Vendor must ensure availability of online monitoring tool with following capabilities:

- Real time, online access to the following reporting for each of the field offices:
- Viewing and monitoring of progress of all incident tickets
- Access to read only access to all monitored parameters
- Jitter, round trip time, packet loss reports in daily weekly and monthly format
- Bandwidth usage in bits per second by application, by site in & out related to the QoS allocation
- Overall bandwidth usage by site in & out
- Percentage utilization of QoS categories and all other pre & post statistics
- Availability based on the parameters defined above
- Data retention on line for 1 year

c) On-site Support and maintenance

Vendor is responsible to provide service personnel that are available in major towns who are contactable through email and telephone and should be available on site as per agreed timeline.

Vendor to ensure On-site Support Maintenance for all field office location. For all faults in Contractor provided equipment, the vendor will address such faults within 4 hours in Country office and 24 hours for Sub-offices (when that will be required) after the notification from HFHM is received.

d) Scheduled Maintenance

- Scheduled Maintenance means those occasions when Contractor performs scheduled maintenance upgrades, adjustments, tuning or repairs to its Network and all or part of Contractor Network is not available, status of which is to be communicated to HFHM during the period of scheduled maintenance, any unforeseen delays are to be communicated to HFHM focal points.
- Give the HFHM a minimum of 3 Working Days' notice of any Scheduled Maintenance.
- Best efforts to ensure that a Scheduled Outage is performed after local office working hours
- Best efforts to ensure that Scheduled Maintenance will not, in aggregate, exceed: 7 hours per Month and 21 Hours per Quarter.

e) Response Time

- Response Time: 15 minutes from the time the HFHM Contractor Helpdesk.

f) Service Restoration Time

Service Restoration Time means the period of time between service difficulties in Vendor's Network being reported to the Operation Center/Help Desk by telephone, email or Web portal by a HFHM focal point and, if Operation Center/Help Desk determines the service difficulties are a Fault and the restoration of the service by vendor.

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Vendor to commit Mean Time to Repair (MTTR) if different from above Service Restoration Time

g) Equipment

- Any equipment on site provided must be owned by the vendor. No equipment to be purchased by HFHM
- The Contractor will ensure spare equipment are available in stock during the Long-Term Agreement period.
- Contractor must provide access to any equipment installed

h) Vendor are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become nonoperational. Alternate routing or fallback arrangements must meet the standards and requirements set out herein.

i) Vendor to provide an escalation list and procedure in reporting fault and outages.

j) General Network Availability 99.9%

k) Round Trip Time (RTT)- Less than 80ms within country and 300ms Internationally (for Satellite based connections do not exceed 500ms)

l) Packet Loss on Local Connected Network - Not greater than 1%;

m) Quality of Services ( QoS) - Vendor must provide secure, predictable, measurable, and guaranteed services and achieving the required Quality of Service (QoS) by managing the delay, delay variation (jitter), bandwidth, and packet loss parameters on a network becomes to a successful end-to-end HFHM business solution - VOIP, Video, ERP and Google applications.

n) Training

Vendor to provide training to HFHM ICT Team on the use of any dashboards and monitoring, troubleshooting and reporting tools to be provided.

o) SLA should identify service credit in the event of breach of contract (5% cost of actual invoice for any 1% service)

## Billing

The successful service provider will be required to issue individual bills to agencies.

## SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from HFHM.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).
11. HFHM requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. Copies of current certificates such as GMP/quality, FSC/CEP, manufacturer's ISO certificate for any product, manufacturer's CE certificate, USA 510k, Japan QS standard, etc. as and if applicable
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 16

Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of entire Bid.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

<b>LTA RATES</b>	The rates charged for the services performed shall not be adjustable.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract.</p>
<b>AFTER-SALES SERVICES</b>	<i>General support on the availability of the services</i>
<b>KEY PERFORMANCE INDICATORS</b>	<p>Successful Bidder's performance will be monitored and evaluated by HFHM on a 3 months basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p><b>Goods:</b></p> <ul style="list-style-type: none"> <li>• Adherence to specifications, including quality and quantity</li> <li>• Overall communication and responsiveness, e.g.,             <ul style="list-style-type: none"> <li>- Timely acknowledgement and processing of queries, RFQ, PO</li> <li>- Proactively updating delivery information with HFHM,</li> <li>- In case of delivery delay, proactively communicating with buyers on mitigation measures</li> </ul> </li> </ul> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>• Expected output achieved</li> <li>• Satisfactory level of quality and technical competence</li> <li>• Effective and timely communication and professionalism</li> </ul> <p><b>Goods and Services:</b></p> <ul style="list-style-type: none"> <li>• Timely delivery of goods and services based on client requirements</li> <li>• Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable)</li> <li>• Effective and timely communication and documents handling</li> <li>• Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions)</li> </ul> <p>Key performance indicators may be modified and/or added during the</p>
	validity of this contract.

<b>PAYMENT TERMS</b>	<p>HFHM’s policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>HFHM’s policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, nongovernmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. HFHM will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by HFHM at the time of finalizing contract negotiations with the awarded Bidder.</p>
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## **SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS**

### **1. Legal and regulatory requirements**

- 1.1. This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to HFHM. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the HFHM General Conditions of Contracts:
- 1.2. SECTION VI – ANNEX B: BID SUBMISSION FORM

### **2. Legal status of the Bidder**

- 2.1. Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)

### **3. Bidder’s eligibility**



Technical Proposals from the Bidders should provide written confirmation that they any of the banned [redacted] Complete this page and return it prior to bid opening supplier lists.

**(SECTION VI – ANNEX A:)**

**BID CONFIRMATION FORM**

To:	Habitat for Humanity Malawi	Date:	
	Joana Chagunda	Email:	jchangunda@habitat.mw
From:	[Insert Company Name]		
	[Insert Contact person from Company]		
	[Insert Telephone number]		
	Insert E-mail address of contact person		
	[Insert Postal address of Company]		
Subject:	Provision of Internet Services		

3.1. SECTION VI – ANNEX B: BID SUBMISSION FORM)

**4. Financial stability**

4.1. Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a three-year period, including those mentioned in the table below.

Financial Ratio	2016	2017	2018
Current ratio			
Quick ratio			
Debt ratio			

4.2. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.

- 4.3. Provide contact details of commercial banks and names of contact persons from whom HFHM could seek feedback regarding financial stability.

## 5. Experience and Technical Capacity

- Company's managerial capabilities
- Evidence for quality assurance systems in place
- Bidder must have delivered similar services satisfactorily to any other similar organizations during the last three years, and the services should have been delivered with no negative performance reports
- References in support of the satisfactory delivery of services specified above
- Data to support that the Bidder has capacity to perform the ISP Purchase Orders that will be issued pursuant to the ISP and complete the deliverables within the stipulated delivery period
- Availability of spare parts and after-sales services for the equipment in the Bid in the Beneficiary's Country(ies).

## SECTION VI: BID AND RETURNABLE FORMS

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder's Previous Experience	Mandatory	PDF
Annex E:	Price Schedule Form	Mandatory	PDF & Excel
Annex G:	Checklist of Bid Forms	Not Applicable	Not Applicable

## SECTION VI – ANNEX A: BID CONFIRMATION FORM

[Complete this page and return it prior to bid opening]

To:	Habitat for Humanity Malawi	Date:	
	<i>Joana Chagunda</i>	Email:	<a href="mailto:ichagunda@habitat.mw">ichagunda@habitat.mw</a>
From:	<i>[Insert Company Name]</i>		
	<i>[Insert Contact person from Company]</i>		
	<i>[Insert Telephone number]</i>		
	<i>Insert E-mail address of contact person]</i>		
	<i>[Insert Postal address of Company]</i>		
Subject:	HFHM/ Internet Service Provision		

<input type="checkbox"/>	YES, we intend to submit a bid in response to the above-mentioned RFP.
<input type="checkbox"/>	NO, we are unable to submit a bid in response to the above-mentioned RFP due to the following reason(s):

- ( ) The requested products and/or services are not within our range of supply.
- ( ) The requested products are not available at the moment.
- ( ) We are unable to submit a competitive bid for the requested products/services at the moment.
- ( ) We cannot meet the requested specifications.
- ( ) The information provided for bidding purposes is insufficient and unclear
- ( ) Your RFP document is too complicated
- ( ) Insufficient time is allocated to prepare an adequate Bid.
- ( ) We cannot meet the delivery requirements.
- ( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- ( ) Our current capacity is overbooked
- ( ) We are closed during the holiday season
- ( ) We had to give priority to other clients' requests
- ( ) We do not sell directly, but through distributors
- ( ) We have no after-sales service available in the recipient country
- ( ) The person handling bid is away from the office
- ( ) Other (please specify)

<input type="checkbox"/>	YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP's.
<input type="checkbox"/>	No, we are not interested in participating in future possible RFP's, please remove us from your vendor database.

If HFHM should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, HFHM should contact the following focal person who will be able to assist:

Name:		E-mail:	
Post Title:		Telephone	

### SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: HFHM  
Area 14, Lilongwe, Malawi

Dear Sir/Madam,

The undersigned, having read the original RFP documents of HFHM/MWI/RFP/19/001 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted to [jchagunda@habita.mw](mailto:jchagunda@habita.mw) in full before submitting, hereby offers to provide the services, in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

*Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to HFHM, HFHM reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.*

Original		
MWI/RFP/19/ 001 term/condition per RFP HFHM/ and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

We agree to abide by this Bid for a period of 90 from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the LTA within the time frame that will be stipulated in the Purchase Orders.

We understand that HFHM is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of LTA are concluded and a purchase order(s) are made pursuant to such LTA(s).

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.2, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by HFHM, in accordance with Section I: Instructions to Bidders clause 2.4.

	On behalf of Business Authority	On behalf of Legal Authority
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Signature:		
Name:		
Title:		
Name of Company:		
Telephone:		
Email:		

## SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

HFHM/MWI/RFP/19/001

<b>1. Organizational Information</b>	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co. Ltd, NGO/institution/other (specify)	
<b>Organizational Type:</b> Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to HFHM	
Production Capacity	
Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

<b>2. Quality Assurance Certification</b>	
International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	

Presence and characteristics of in-house quality control laboratory (if relevant to Bid)	
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<b>3. Expertise of Staff</b>	
Total number of staff	
Number of staff involved in similar supply LTAs	

<b>4. Contact details of persons that HFHM may contact for requests for clarification during Bid evaluation</b>	
Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	

**SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE**

Order No. & Date	Description <sup>3</sup>	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

Indicate the description of products, services or works provided to their clients.

To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:		Countersigned by and stamp of Chartered Accountant	
Name and title:		Name and title:	
Name of Company:		Name of Company:	
Telephone:		Telephone:	

<sup>3</sup>Please indicate relevant contracts to the one requested in the RFP.



Email:		Email:	
Date:		Date:	

## SECTION VI – ANNEX E: PRICE SCHEDULE FORM

(Please see attached Excel spread sheet Annex E: Price Schedule Form.xls)

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 18 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since HFHM is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
4. HFHM anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project.

### ANNEX E: PRICE SCHEDULE FORM

S/No.	Name of Organization	Physical Location	Bandwidth	Unit Price (MKW)	Amount (MKW)
			Mbps		
1	HABITAT FOR HUMANITY MALAWI	AREA 14	10		
		<b>Total</b>			

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	

## SECTION VI – ANNEX G: CHECKLIST OF BID FORMS

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder's internal reference and does *not* need to be submitted with the Bid.

Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?		
Have you reviewed and agreed to the HFHM General Conditions of Contracts?		
Have you reviewed and agreed to the HFHM Special Conditions for Contracts?		
Have you completed the Bid Submission Form?		
Have you completed the Bidder's Identification Form?		
Have you completed the Bidder's Previous Experience Form?		
Have you completed and signed the Price Schedule Form?		
Have you provided a copy of your company's registration certificates?		

<p>Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?</p>		
<p>Have you noted the Bid closing deadline?</p>		
<p>Have you provided information on Supplier Qualification Requirements?</p>		
<p>Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?</p>		
<p>Have you provided contact details of commercial banks and names of contact persons from whom HFHM can seek feedback?</p>		
<p>Have you provided sufficient documentation of your company's ability to undertake, i.e.,</p> <ul style="list-style-type: none"> <li>- List of similar contracts executed for other clients including contact details.</li> <li>- Evidence that the Bidder possesses experience in the geographical area.</li> <li>- At least three years of experience in performing similar contracts?</li> </ul>		

<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> <li>- Details of company's managerial structure.</li> <li>- Quality assurance systems in place.</li> </ul>		
<p>Have you supplied clients' letters in support of the satisfactory operation of the goods/services as specified above?</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 &amp; 18 and provided all requested documentation in the correct formats?</p>		