

Africa Connect 4

UbuntuNet Network 4 Link Upgrades and Extensions

(Phase I and II)

Provision of Connectivity Services Tender

Volume 1 – Information for Bidders

Foreword

UbuntuNet Alliance reserve the right:

- to award one or more or no contracts whatsoever as a result of this procurement process;
- to vary the bid timetable (including the content of the phases) as it considers appropriate at any time. Any material changes will be notified to the person each Bidder has nominated for contact purposes;
- to make whatever changes it sees fit to the structure or content of the procurement process, within the bounds of the relevant legislation;
- to withdraw this Invitation to Submit Outline Proposals (ITSOP) at any time or to re-invite Responses on the same or any alternative basis;
- to seek clarification in relation to the information submitted by the Bidders. The Bidders must respond promptly in writing; and
- to select a Response which is incomplete or not formatted in accordance with this ITSOP or not provided in the e-procurement portal, required by this ITSOP regardless of whether other complete or more complete Responses or Responses formatted in accordance with this ITSOP were submitted by other Bidders.

Any expenditure, costs, liability, work or effort undertaken or incurred in proceeding and/or participating in this procurement ("Bidder Costs") is a matter solely for the commercial judgement of Bidders, and UbuntuNet Alliance will not be liable to reimburse or compensate the Bidders in respect of any of the Bidder Costs.

Information provided in response to this Invitation to Submit Outline Proposals (ITSOP) may be shared with any National Research and Education Network (NREN) that is a member of the UbuntuNet Alliance and/or their professional advisors. The information will be held in confidence and used solely for the purpose of this procurement and awarding any resultant contract(s).

The term "Bidder" will be used to describe economic operators who respond to this ITSOP.

1 Introduction

- 1.1 The overall objective of AfricaConnect4 is to increase intra-regional and international communication and collaboration between research centres and universities, including the increased use of online applications for research cooperation. To this end, the capacity being sought through this tender will support the use of the regional network for non-commercial e-applications by the user communities in each country, respective NREN in particular, connected to the NRENs (students, researchers, doctors), including video conferencing, federated services and cloud computing services. To ensure sustainability the action will be accompanied by capacity building activities with the aim of transferring the necessary managerial, technical and operational skills required to run and operate NRENs and associated research and education applications. Effort will also be put on increasing raising awareness and financial support for connectivity issues for research and education communities, and among funding organisations and national governments.
- 1.2 AfricaConnect4 is the first phase of the Global Gateway project for the development funding programme that aims to support the creation, development and use of advanced, reliable, high-speed connectivity for the teaching, learning and research communities in Africa. AfricaConnect4 is 95% co-funded by the European Union and delivered locally by regional organizations – UbuntuNet Alliance, and the West and Central Africa Research and Education Network (WACREN), together with GEANT, the European Regional Research and Education Network.
- 1.3 UbuntuNet Alliance is the regional association of National Research and Education Networks (NRENs) in Eastern and Southern Africa. Established in 2005 by five emerging NRENs in Eastern and Southern Africa; MAREN (Malawi), MoRENet (Mozambique), KENET (Kenya), RwEdNet (Rwanda) and TENET (South Africa).
- 1.4 The UbuntuNet Alliance will be taking this project forward in respect of Eastern and Southern Africa. The Alliance's mandate is to coordinate research and education (R&E) networking in Eastern and Southern Africa on behalf of the region's NRENs.
- 1.5 The Alliance's membership includes 17 countries, including the Democratic Republic of Congo, South Africa, Somalia, Ethiopia, Kenya, Madagascar, Malawi, Mozambique, Rwanda, Sudan, Tanzania, Burundi, Botswana, Uganda, Zambia, Lesotho and Zimbabwe.
- 1.6 The Alliance's objectives are, on a non-profit basis, to:
 - Develop and improve the interconnectivity among NRENs in Eastern and Southern Africa and their connectivity with research and education networks worldwide and with the Internet generally;
 - Develop the knowledge and skills of ICT practitioners in these institutions; and
 - Provide related auxiliary services to member NRENs.
- 1.7 The Alliance is fully incorporated as a non-profit association in Malawi with financial and other secretariat functions.
- 1.8 The beneficiaries of AfricaConnect4 are the Alliance member NRENs.
- 1.9 The aim of this tender is to establish one or more Indefeasible Right of Use (IRU) contracts for the provision of point-to-point connectivity services for use within UbuntuNet Alliance's research and education network.
- 1.10 As stated above, the Alliance reserves the right to award one or no contracts in respect of this procurement exercise. Bidders will be selected on the basis of evaluation criteria set out herein in respect to suitability and capability of providing the stated link requirements.
- 1.11 There is no commercial re-sale or transit permitted over the UbuntuNet infrastructure. Bidders are required to consider the following aspects when considering their pricing strategy in respect of this tender:
 - the non-commercial nature of the AfricaConnect project and the UbuntuNet Alliance;

- the nature of the funding in that it is a development aid grant;
- the special opportunities it will give for boosting research and education within Eastern and Southern Africa;
- low costs of access to reliable research networking for universities generate graduates who demand the same level of access in the workplace, thus bringing the associated economic growth opportunities that long-term strategic investments in research and education networking have successfully demonstrated and evidenced elsewhere in the World;
- the need for UbuntuNet Alliance to remain financially relevant to its member NRENs in the region throughout the term of any agreement. The EC funding will be used only to build a sustainable financial model for the future, so contracts must include provisions to ensure that any recurring charges enable the “not-for-profit” regional network operator (UbuntuNet Alliance) to remain commercially relevant to its shareholder NRENs

2 The Proposed Network

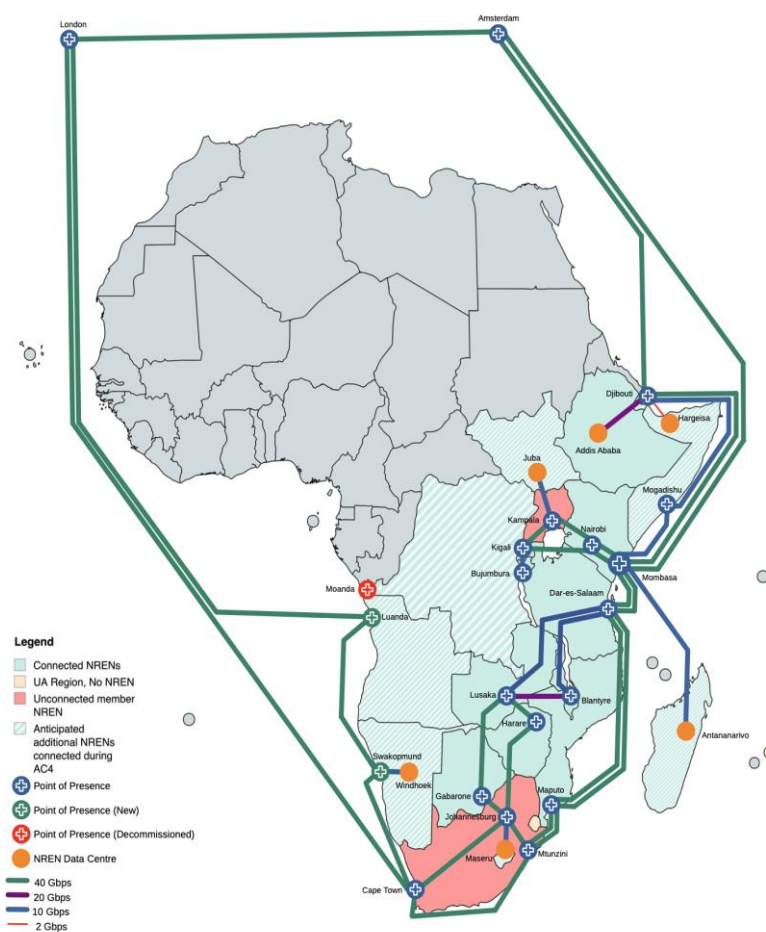


Figure 1. The proposed UbuntuNet Network 4.

- 2.1 Volume 3 sets out the schedule of the UbuntuNet Alliance links included in this procurement. These links constitute the scope of the tender and shall form the basis of any contracts awarded under a 10-year Indefeasible Right of Use (IRU) arrangement.

3 Structure of the Tender Documents

3.1 The tender is comprised of a number of documents, the order and contents of which is described below:

Table 1 – Structure of the Tender Documents

Volume	Name	Purpose of the Volume
1	Information Document	An information document that sets out the evaluation criteria and methodology for the connectivity services procurement exercise.
2	Supplier Questionnaire	The minimum criteria that bidders must be able to comply with in order to participate in the tender exercise
3	Statement of Requirements and Bidder's Response Questions	A statement of technical, commercial and qualitative requirements for Bidders to formally provide responses to.
4	Contract Terms & Conditions	The Master Service Agreement (MSA) – this is the form of contract governing any contractual award.

4 Timing and Communications

4.1 Table 2 below, Procurement Project Plan, provides a provisional overview of the key stages and dates in this procurement process.

4.2 UbuntuNet Alliance reserves the right to change these dates as necessary, although it will seek to minimise any changes.

Table 2 – Procurement Project Plan

Provision of Connectivity Services Tender	Revised Start	Revised Finish
Publish Tender on UA website and e-procurement portal – Issue tender documents	19/10/2026	19/10/2026
Bidders preparing responses for ITSOP stage	19/10/2026	03/12/2026
Receive completed responses to ITSOP	03/12/2026	03/12/2026
Review completed responses to ITSOP, including capability assessment and mandatory reviews	03/12/2026	08/01/2027
Invite qualifying service providers and host virtual dialogue sessions – Bidders to note dates and reserve at least one day during this period	08/01/2027	28/02/2027
Draft ITSFB documentation	28/02/2027	15/03/2027
Publish ITSFB to participating Bidders	15/03/2027	15/03/2027
Bidder Bidding period	15/03/2027	15/04/2027
Receive final Bids, evaluate responses, recommend award and secure internal Board approval	15/04/2027	30/05/2027
Issue intent to award contract	30/05/2027	30/05/2027
Debrief unsuccessful bidders and standstill period	30/05/2027	15/06/2027
Contracts production and review the MSA	15/06/2027	15/07/2027
Contract signature	15/07/2027	15/08/2027
Service Delivery (8 weeks lead time typical)	15/08/2027	10/10/2027

4.3 All communications between UbuntuNet Alliance and the Bidders must be via the e-procurement portal <https://s2c.mercell.com>. This is to provide a complete audit trail of communications, fair play, and consistency for all, and to ensure certainty in document exchange.

- 4.4 By participating in this dialogue procurement, Bidders are deemed to have accepted the Conditions for participating in procurement as set out in Annex A.

5 Process – Phases of the Tender

Phase 1 – Proposal meets all Selection requirements

- 5.1 The Alliance will verify whether a Bidder meets all the Selection requirements set out in the Supplier Questionnaire. Where your organization does not meet all Selection requirements, your response will be rejected and put aside.

Compulsory exclusion grounds

- 5.2 Besides the Selection requirements, the Alliance will also check if there are grounds to reject a response based on one or more of the Mandatory Exclusion grounds described in the Questionnaire.
- 5.3 If it is established that your organization must be excluded based on the answers you provided in the Questionnaire, your proposal will be rejected and set aside.

Phase 2 – Response meets all Minimum requirements for the required services

- 5.4 If there are no grounds to exclude your organization's tender response, the Alliance will verify if the response meets all set Minimum requirements (minimum competencies) directly connected to the requirement as described in Volume 2. Where the response does not meet all minimum competencies, it will be rejected and put aside.

Subsequent Phases

- 5.5 The Alliance is publishing the ITSOP at the same time as the Selection or Qualifying Phase. If your organization passes the Selection / Qualifying Phase, the Alliance will proceed to review your ITSOP response and thereafter invite qualifying Bidders to participate in dialogue.
- 5.6 Volume 3 provides a detailed set of technical, service support, and commercial requirements, including the Award Criteria. These are considered to be draft requirements at the ITSOP stage.
- 5.7 During the dialogue process, the Alliance's requirements may be fine-tuned to reflect market realities and the latest technological environment. The technical requirements, therefore, may be further adjusted to ensure consistent, fair and transparent treatment of all participating Bidders.
- 5.8 At the ITSOP stage, the draft Master Service Agreement (MSA) is also published. A key strand of the dialogue agenda (see timetable) will be to review the contract terms and conditions to arrive at a set of terms agreeable to all parties, and that meets the Alliance's business requirements as well as those of the AC4 grant.
- 5.9 Details on the format of the dialogue process will be provided to bidders invited to the virtual meetings.

6 Demonstrating Capability

Volume 2 presents the mandatory competencies that Bidders must demonstrate in order to participate in the tender exercise.

- 6.1 Bidders must demonstrate their capability and relevant experience in providing point-to-point connectivity services and associated support services within the scope of this tender.
- 6.2 Bidders shall provide customer references and supporting evidence sufficient to enable the Alliance to independently verify the claimed competencies and experience. Each reference must demonstrate experience in at least one of the core competencies specified in this section.
- 6.3 Supporting evidence shall include a list of the principal deliveries effected and the main services provided over the past three years, with the sums, dates and recipients, whether public or private, clearly stated.
- 6.4 Bidders must demonstrate that for at least 12 consecutive months, at any point in the last 3 years (2023 <> 2026), they have provided connectivity and related support services listed below:

- **Capability Area 1** - End to end link visibility - seamless and proactive monitoring of the capacity services with a holistic view of the link being provided from point to point against a defined set of bandwidth and related requirements.
- **Capability Area 2** – Implementation – committed delivery date underwritten by an effective “bring into service” commissioning and acceptance testing regime following a period of satisfactory acceptance testing, and evidence of the ability to manage the entire process from end to end in terms of project management and planning resources.
- **Capability Area 3** – – Service operations – evidence of capability to provision access to effective support services, including operational service desk facilities that will be used to support the capacity services for the proposed capacity or link requirements listed in the **Annexes to Volume 3 – ITSOP**.

Annex A: Conditions for participating in this Procurement Exercise

General

- 1.1. UbuntuNet Alliance is using a Dialogue procedure emulating the rules set out within the European Procurement Directive (24/14/EC) and bidders are referred to those Regulations.
- 1.2. Bidders are deemed to understand the processes that UbuntuNet Alliance is following under those Regulations and all applicable European Legislation and case law.
- 1.3. Bidders participate in the process and submit detailed solutions in the knowledge, and on the understanding and acceptance that these conditions apply to the process and agree these terms in all respects.
- 1.4. It is the responsibility of each Bidder to ensure that they have all of the information they need to prepare their detailed Solutions.

Surveys, Inspections and Investigations

- 1.5. Bidders may carry out surveys, inspections and investigations at their own cost.

Bidding Costs

- 1.6. Each Bidder shall bear its own costs of bidding. UbuntuNet Alliance reserves its position as to whether or not it will enter into contractual arrangements and participation in the procurement is entirely at the Bidder's risk. UbuntuNet Alliance shall bear no liability whatsoever for the outcome of the procurement and shall not be liable for the costs of detailed Solutions' preparation, fine-tuning, or any loss of profit or other economic loss incurred by Bidders as a result of this competitive process whatsoever (whether or not a contract is concluded with that Bidder, another Bidder or not at all).
- 1.7. Bidders participate in this process and submit detailed solutions in the knowledge and understanding that this is the case.

Confidentiality

- 1.8. Subject to the exceptions referred to in paragraph 1.8.4.1, the information in this ITSOP is being made available by UbuntuNet Alliance on condition that:
 - 1.8.1. Bidders shall at all times treat the Information as confidential;
 - 1.8.2. Bidders shall not (or allow anyone else to) disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to happen;
 - 1.8.3. Bidders shall not use the Information for any purpose other than for the purpose of making (or deciding whether to make) solutions; and
 - 1.8.4. Bidders shall not contact the media in relation to UbuntuNet Alliance, the procurement or this ITSOP nor make any statement or pass comment without the express approval of UbuntuNet Alliance in writing. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to UbuntuNet Alliance other than with the prior written agreement of UbuntuNet Alliance. Such agreement shall extend to the content of any publicity. In this paragraph the word 'media' includes, without limitation, radio, television, other

broadcast media, newspapers or other print media, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

1.8.4.1. Bidders may disclose, distribute or pass Information to another person (including but not limited to, for example legal advisers, the Bidder's insurers) if either:

1.8.4.2. This is done for the sole purpose of enabling Solutions to be made and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out in this paragraph 0; or

1.8.4.3. The Bidder obtains the prior written consent of UbuntuNet Alliance in relation to such disclosure, distribution or passing of Information.

1.8.5. UbuntuNet Alliance may disclose detailed information relating to solutions to its or any of the NRENs', directors, officers, employees, agents, auditors or advisers. UbuntuNet Alliance also reserves the right to disseminate information that is materially relevant to the Contract to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its solutions. UbuntuNet Alliance will act reasonably as regards the protection of commercially sensitive information relating to the Bidder in the light of the latest published guidance on this area.

Accuracy of the Information and liability of UbuntuNet Alliance and their advisers:

1.8.6. This ITSOP has been prepared by UbuntuNet Alliance in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the Information and should carry out their own due diligence checks and verify the accuracy of the Information. Nothing in this ITSOP is or shall be a promise or representation as to the future.

1.8.7. Bidders considering entering into a contractual relationship with UbuntuNet Alliance should carry out their own due diligence, make their own enquiries and investigations (and shall be deemed to have done so). The subject matter of this ITSOP shall only have contractual effect when it is contained in the express terms of an executed Contract.

1.8.8. None of UbuntuNet Alliance, its members, directors, officers, employees, agents, auditors or advisers make any representation or warranty as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on any of the Information contained in this ITSOP).

1.8.9. UbuntuNet Alliance, its members, directors, officers, employees, agents, auditors, or advisers make no representations or warranties regarding the Bidder's financial status or stability, technical competence, or ability to carry out the Project.

Canvassing, non-collusion and other grounds for rejection of bids

1.9. Any Bidder who, in connection with this Project:

1.9.1. Offers any inducement, fee or reward to any member or officer of UbuntuNet Alliance or any person acting as an adviser for UbuntuNet Alliance in connection with the Project; or

- 1.9.2. Canvasses any member or officer of UbuntuNet Alliance or any person acting as an adviser for UbuntuNet Alliance in connection with the Project; or;
- 1.9.3. Contacts any officer of UbuntuNet Alliance prior to the Contract being awarded about any aspect of the Project in a manner not permitted by this ITSOP (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Project), or;
- 1.9.4. Is liable for the commission of a cartel offence under the Enterprise Act 2002 by any persons connected with the Bidder concerned, will be disqualified (without prejudice to any other civil remedies available to UbuntuNet Alliance and without prejudice to any criminal liability which such conduct by a Bidder may attract).

Non-collusion

1.10. Any Bidder who, in connection with this Project:

- 1.10.1. Fixes or adjusts the amount of his Solutions or bid by or in accordance with any agreement or arrangement with any other Bidder; or
- 1.10.2. Enters into any agreement or arrangement with any other Bidder that he shall refrain from making Solutions or bid or as to the amount of any Solutions or bid to be submitted; or
- 1.10.3. Causes or induces any person to enter such agreement as is mentioned in either paragraph above or to inform the Bidder of the amount or approximate amount of any rival Solutions or bid for the Project; or
- 1.10.4. Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Solutions or bids or proposed Solutions or bids for the Project any act or omission; or
- 1.10.5. Communicates to any person other than UbuntuNet Alliance the amount or approximate amount of his proposed Solutions or bids (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Solutions or bids (for example, for insurance or a parent company guarantee), may be disqualified (without prejudice to any other civil remedies available to UbuntuNet Alliance and without prejudice to any criminal liability that such conduct by a Bidder may attract).

Other reasons for rejection of bids

1.11. Bidders will be excluded from participation in a procurement procedure if:

- 1.11.1. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- 1.11.2. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- 1.11.3. they have been guilty of grave professional misconduct proven by any means which the Beneficiary can justify;
- 1.11.4. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Beneficiary or those of the country where the contract is to be performed;
- 1.11.5. they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU financial interests;
- 1.11.6. they are currently subject to an administrative penalty referred to in section 2.3.5 of the Practical Guide to contract procedures for EC external actions;

Copyright

- 1.12. The copyright in this ITSOP is vested in UbuntuNet Alliance and may not be reproduced, copied or stored in any medium without the prior written consent of UbuntuNet Alliance. This ITSOP, and any document issued as supplemental to it, are and shall remain the property of UbuntuNet Alliance and must be returned upon demand.

UbuntuNet Alliance's right to reject Solutions

- 1.13. The issue of this ITSOP in no way commits UbuntuNet Alliance to award any Contract pursuant to this ITSOP process and UbuntuNet Alliance shall be able in its sole discretion to withdraw from the procurement with any Bidder or all Bidders at any time.
- 1.14. UbuntuNet Alliance may (but shall not be obliged) at its discretion but always acting proportionately and in accordance with the law to deselect a Bidder or a Solution if (without limitation)
 - 1.14.1. the price is unaffordable;
 - 1.14.2. the Solution places excessive risk on UbuntuNet Alliance;
 - 1.14.3. the Solution scores below the satisfactory threshold in any area (as described further in the evaluation criteria);
 - 1.14.4. the Solution is incomplete, misleading or inaccurate.

Amendments to the Documents

- 1.15. UbuntuNet Alliance reserves the right to issue amendments or modifications to the ITSOP. These will be issued to all Bidders simultaneously and Solutions will be assumed to take account of any such modifications and amendments.

Sub-contractors

- 1.16. Where a Bidder intends to use a sub-contractor, it will be the responsibility of the Bidder to provide the sub-contractor with all the necessary information (having regard to the provisions relating to confidentiality in this ITSOP). Where information about a Bidder is requested in this ITSOP, such information must be given about all sub-contractors of that Bidder.

Validity of offers

1.17. Offers in response to this Tender should be valid for 180 days.