



TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF DATA CENTER
(SERVER ROOM)**

TENDER NO BMA/RT/002/2021-2022

**BANDARI MARITIME ACADEMY BUILDING,
BISHOP MAKARIOS CLOSE
P.O. BOX 99469 – 80107
MOMBASA, KENYA.**

**RESTRICTED TENDER FOR FIRMS SHORTLISTED UNDER MOICT FRAMEWORK CONTRACT- NO
MOICT/SDICT/136/2020-2021 - SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND
MAINTENANCE OF DATA CENTER**

Tender closing on 27th May, 2022 at 11.00am

MAY. 2022

TABLE OF CONTENTS

TABLE OF CONTENTS	
TABLE OF CONTENTS	2
SECTION I: INVITATION	3
VISION, MISSION, & CORE VALUES	Error! Bookmark not defined.
POLICY STATEMENT.....	Error! Bookmark not defined.
SECTION II - INSTRUCTIONS TO TENDERERS.....	Error! Bookmark not defined.
SECTION II - INSTRUCTIONS TO TENDERERS	4
Appendix to Instructions to Tenderers.....	15
SECTION III - GENERAL CONDITIONS OF CONTRACT	20
SECTION IV APPENDIX TO SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V - TECHNICAL SPECIFICATIONS	26
SECTION VIII - STANDARD FORMS	44

SECTION I: INVITATION

To

Date: 10th May, 2021

SUBJECT: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF DATA CENTER (SERVER ROOM- TENDER NO BMA/RT/002/2021-2022

The Bandari Maritime Academy (BMA) invites your firm Prequalified under MOICT/SDITC/136/2020-2021 for Supply Delivery, Installation, Commissioning and Maintenance of Data Center (Server Room) for Bandari Maritime Academy Tender No BMA/RT/002/2021-2022.

Your firm may obtain further information or inspect the tender document at Bandari Maritime Academy's Supply Chain Management Offices room 1B3 during normal working hours.

A complete set of tender documents may be obtained by your firm, agent upon payment of non-refundable fees of Kshs 1000 in Bankers Cheque payable to the **Director, Bandari Maritime Academy** or via A/c No. **1264378726, KCB Kilindini Branch Mombasa** OR the same can be downloaded (free of charge) from Bandari Maritime Academy website www.bma.ac.ke free of charge.

Completed set of tender document is to be enclosed in plain sealed envelopes marked with tender reference number one ORIGINAL and COPY and be deposited in the Tender Box at Ground Floor, Bandari Maritime Academy's Offices, Bishop Makarios Close on or before Friday 27th May, 2022 11:00 am and be addressed to;

**The Ag. Director/CEO,
Bandari Maritime Academy,
P. O. Box 99469 – 80107
MOMBASA**

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings, and shall remain valid for 182 days from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the Candidate or their representative who choose to attend at boardroom located at the Ground Floor Bandari Maritime Academy and shall be required to adhere to Ministry of Health directive on Covid 19 precautionary measures.

All bidders are required to carry out/fill a pre-site visit form (available in our Procurement office) any time/day during normal working hours 8.00am to 5.00pm Mombasa, before the closing dates of the tenders. All bidders shall be required to attach the Pre-site visit form in their Bid Document.

Interested tenderers may obtain further information or clarification from Procurement Office **Room No 1B3, Mombasa** or email through procurementbma@gmail.com Monday to Friday during normal office hours (8.00am – 5.00pm).

Yours,

Francis. M. Muraya
Ag. Director/CEO

SECTION II ~ INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

This Invitation for Tenders is open to all tenderers eligible Under MOICT Framework Contract- No MOICT/SDICT/136/2020-2021 - **Supply, Delivery, Installation, Commissioning and Maintenance of Data Center.**

- 2.1.1 as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub suppliers) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 This tender document is for sale at Kshs 1,000.00.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements

- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the following address:

THE Ag. Director/C.E. O
BANDARI MARITIME ACADEMY
P.O. Box 99469-80107, MOMBASA
Phone: +254111773811/+254100404438
E-mail: info@bma.ac.ke or bandarimaritime@gmail.com

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the

relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **182 days** from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which a certificate of origin issued at the time of shipment shall confirm.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security (2% of the bid price) for the amount specified in the tender form.
- 2.14.2 The tender security shall be 2% of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- 2.14.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or**
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall: -

(a) be addressed to the Academy at the address given in the Invitation to Tender as follows:

THE Ag. Director/C.E. O
BANDARI MARITIME ACADEMY
P.O. Box 99469-80107, MOMBASA
Phone: +254111773811/+254100404438
E-mail: info@bma.ac.ke or bandarimaritime@gmail.com

Note: The outer envelope shall not bear the name and identification of the Bidder. It should bear, tender number and name in the Invitation for Tenders and the words, “Do not Open before 1100hours on Friday,27th May 2022”

(b) The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.1, the Academy will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **1100hours on Friday, 27th May 2022”**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1100hours on Friday, 27th May 2022**" and in the location specified in the Invitation to Tender.

- 2.20.1 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21, no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security (10% of the contract sum) pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and must be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public Procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>This invitation to tender is open to suppliers with the pre-requisite certification, technical, operational and financial capacity.</p> <p>Deliveries will be as and when required from date of contract award.</p>
2.3.2	<p>The tender document can also be viewed and downloaded from the BMA website www.bma.ac.ke at no fee.</p>
2.6.1	<p>Addenda issued by the Academy shall form part of this tender document</p>
2.11	<p>Prices quoted shall be in Kenya Shillings (KES), should be net inclusive of all taxes and delivery, and shall remain valid for 150 days from the opening date of the tender.</p>
2.14	<p>Tender Security of 2% of bid price in the format provided in the Tender Document in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight Academy (PPOA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 180 days from the date of tender opening in the format provided in the tender document.</p>
2.15	<p>Tender Validity period shall be 182 Days.</p>
2.17	<p>Tenders shall be submitted in a two-envelope system (Envelope A - Technical Submission and Envelope B - financial Submission).</p> <p>The tender prepared by the tenderers shall comprise of a Technical submission "Envelope A" and a financial submission "Envelope B". Envelope A and Envelope B shall be sealed in two separate envelopes clearly marked Envelope "A" and Envelope "B".</p> <p>Envelope A – Shall contain NO indication of the tender price or any other financial information of the bid.</p> <p>The two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and name and a statement 'DO NOT OPEN BEFORE 1100HOURS ON FRIDAY, 27TH MAY, 2022.</p> <p>Only tenders that are responsive to the mandatory requirements and have attained the pass mark of 85% in the technical evaluation shall have their financial submissions opened.</p> <p>Envelope A shall contain the Technical submission and shall be clearly marked</p>

“Envelope A – Technical Submission”.

Envelope A shall contain **NO** indication of the tender price or other financial information.

The Technical and Financial bids: ~

- i. Shall have a table of contents page clearly indicating Sections and Page Numbers **(Mandatory)**.
- ii. **Shall have pages in the whole document numbered in the correct sequence, starting from table of contents including all appendixes and attachments (Mandatory)**.
- iii. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable **(Mandatory)**.
- iv. Shall be submitted in **one** original and **two** copies of the original. This shall apply to the technical and financial bids. **(Mandatory)**.
- v. Shall be signed (where signatures are required) by a duly authorized representative of the firm or any other officer appointed and evidenced by a Power of Attorney **(Mandatory)**.

The **Technical submission** shall contain the following documents; clearly marked and arranged in the following order;

Particulars of Tendering Company to include:

- vi. Company background **(Mandatory)**.
- vii. Postal and physical address of the business **(Mandatory)**.
- viii. Email address **(Mandatory)**.
- ix. Certificate of Registration/Incorporation **(Mandatory)**.
- x. Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled **(Mandatory)**.
- xi. Valid/current Business Permit where the business operations of tenderer are domiciled **(Mandatory)**.
- xii. CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable **(Mandatory)**.
- xiii. National Identity for Owners/Directors of the company. The Bidding Company must have 100% Kenyan Citizenship. **(Mandatory)**. *Please note Joint Ventures are not allowed.
- xiv. Tender Security of **(2% of the Bids price)** in the format provided in the Tender Document in the form of a Banker’s guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight Academy (PPOA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 180 days from the date of tender opening in the format provided in the tender document.
- xv. Duly filled, signed and stamped Confidential Business Questionnaire **(Mandatory)**.

- xvi. Duly filled, signed and stamped Self Declaration Form that the bidder is not barred from public procurement **(Mandatory)**.
- xvii. Duly filled, signed and stamped Anti – corruption Declaration Pledge Form **(Mandatory)**.
- xviii. A Valid and current National Construction Authority Registration and annual practicing license category NCA-1 in Electrical Engineering Service. **(Mandatory)**.
- xix. A valid Communication Authority Certificate as a Telecommunications Contractor. **(Mandatory)**.
- xx. A valid Communication Authority Certificate as an Application Service Provider. **(Mandatory)**.
- xxi. A valid ICT Authority Certificate accreditation for Datacenter minimum Category 2 **(Mandatory)**.
- xxii. A valid and current Ministry of Energy and Petroleum Regulatory Authority Category EPRA (A-1) Electrical Contractor Certificate. **(Mandatory)**.
- xxiii. A Letter of Accreditation from the Manufacturer of each of the requirements Tendered for i.e. Manufacturer Authorization Form. Due diligence confirmation and online background, checks will be carried out. **(MANDATORY)**.

Note: The procuring entity shall verify manufacturer’s authorizations/dealerships to ensure authenticity. In a situation the authorizations/dealerships are found not to be authentic, the bidder will be disqualified and recommended for debarment.
- xxiv. A written undertaking to provide two (2) years guarantee and after sales service for the Modular Data Center and software quoted for as per manufacturers technical requirements **(Mandatory)**.
- xxv. Brochures and technical specification sheets for software and items of technical nature. **(Mandatory)**.
- xxvi. Must provide Audited Accounts for the last three (3) years 2018, 2019 and 2020 or 2019, 2020 and 2021 if available with a minimum annual turnover of Kshs. 500million. A registered auditor should certify this **should audit the Accounts submitted. (Mandatory)**
- xxvii. **Bidder should provide evidence of highest partnership e.g. Gold/Platinum etc. from the Data Center Solution provide. Evidence should be a certificate accreditation and partnership confirmation letter from the manufacturer. (Mandatory)**
- xxviii. Evidence of Supply/installations Contract of similar nature with at least three (3) institutions in any of the four years, 2020, 2019, 2018 and 2017 (Purchase Orders, Contract documents, Completion certificate shall be provided). **(Mandatory)**
- xxix. Detailed description of organization’s customer care to include client complaints procedures and name of contact person(s). **(Mandatory)**
- xxx. Dully filled Beneficial Ownership Disclosure form
- xxxi. Pre site visit form signed and Stamped by Head Supply Chain Management.

Envelope B shall contain:

	<p>xxii. Schedule of Prices (in the format provided herein).</p> <p>xxiii. Clearly indicate price per item</p>												
<p>2.22 & 2.24</p>	<p>The Academy will evaluate and compare the tenders which have been determined to be substantially responsive as follows: -</p> <p>i. Preliminary Evaluation (adherence to ALL mandatory requirements - Only tenderers who meet all mandatory requirements shall proceed to detailed technical evaluation.)</p> <p>ii. Technical Evaluation based on determining responsiveness by scoring tenderers' technical proposals by subjecting them to the following evaluation criteria: -</p> <table border="1" data-bbox="402 653 1458 1955"> <thead> <tr> <th data-bbox="407 659 483 751">No.</th> <th data-bbox="483 659 1360 751">Factor Under Consideration (rating)</th> <th data-bbox="1360 659 1453 751">Wt. (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 751 483 1060">1.</td> <td data-bbox="483 751 1360 1060"> <p>Compliance to technical specifications Documentation - providing detailed of each item quoted for/to be supplied.</p> <p>xxiv. Full compliance to all technical specification / requirements as outlined – 30 marks</p> <p>xxxv. Partial or non-compliance to technical requirements - 0 marks</p> </td> <td data-bbox="1360 751 1453 1060">30</td> </tr> <tr> <td data-bbox="407 1060 483 1535">2.</td> <td data-bbox="483 1060 1360 1535"> <p>Tenderer's experience and past performance:</p> <ul style="list-style-type: none"> • Proposed solution infrastructure Design • Project plan and Methodology. Detailed Work plan and Grant Chat. Migration plan • Experience of the firm in two (2) similar projects Firm MUST demonstrate experience. (Purchase Orders, Contract documents, shall be provided) • Manufacturers Authorization for all proposed system components. • Top Tier OEM partnership level. • Project support • Handover and commissioning </td> <td data-bbox="1360 1060 1453 1535">25</td> </tr> <tr> <td data-bbox="407 1535 483 1948">3.</td> <td data-bbox="483 1535 1360 1948"> <p>Personnel and Firm's Organizational Structure</p> <ul style="list-style-type: none"> • Evidence of technical professionals with relevant certifications proposed as the project team structure to deliver the project (Attach CVs and copies of Testimonials/Certificates) • Project Manager: Specific experience of at least 6 years in installation of Modular Data Center or related field, Professional qualification. • Lead Electrical Engineer: Specific experience of at least 5 years in Data Center Electrical software installation and certified by the engineers board of Kenya. Project Manager: Specific experience of at least 10 years as </td> <td data-bbox="1360 1535 1453 1948">15</td> </tr> </tbody> </table>	No.	Factor Under Consideration (rating)	Wt. (%)	1.	<p>Compliance to technical specifications Documentation - providing detailed of each item quoted for/to be supplied.</p> <p>xxiv. Full compliance to all technical specification / requirements as outlined – 30 marks</p> <p>xxxv. Partial or non-compliance to technical requirements - 0 marks</p>	30	2.	<p>Tenderer's experience and past performance:</p> <ul style="list-style-type: none"> • Proposed solution infrastructure Design • Project plan and Methodology. Detailed Work plan and Grant Chat. Migration plan • Experience of the firm in two (2) similar projects Firm MUST demonstrate experience. (Purchase Orders, Contract documents, shall be provided) • Manufacturers Authorization for all proposed system components. • Top Tier OEM partnership level. • Project support • Handover and commissioning 	25	3.	<p>Personnel and Firm's Organizational Structure</p> <ul style="list-style-type: none"> • Evidence of technical professionals with relevant certifications proposed as the project team structure to deliver the project (Attach CVs and copies of Testimonials/Certificates) • Project Manager: Specific experience of at least 6 years in installation of Modular Data Center or related field, Professional qualification. • Lead Electrical Engineer: Specific experience of at least 5 years in Data Center Electrical software installation and certified by the engineers board of Kenya. Project Manager: Specific experience of at least 10 years as 	15
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	<p>project manager for both designs and installation of Modular Data Center systems, Professional qualification in project management.</p> <ul style="list-style-type: none"> • Lead Network Engineer: Specific experience of at least 5 years in networking at CCIE/HCIE or equivalent certification. • At least two (2) Data Center technical engineers with over 5 years experience and certified data center solution. 	
4.	<p>Delivery period Below 1 month – 5mks Between 1 and 1.5 months – 3 mks Between 1.5 and 2 months – 2 mks Over Two months -0</p>	5
5.	<p>Training and Skills Transfer</p>	5
6.	<p>Support and Maintenance Services Plan.</p> <ol style="list-style-type: none"> Warranty terms and conditions ((not less than 12 months) Trained local support personnel (engineers, technicians etc.) Evidence of two (2) SLA and Annual Technical Support Service Contract currently under implementation or implemented in at least last one year 	10
7.	<p>Financial capability:</p> <p>Certified copies of Audited Accounts for the last three (3) years 2018, 2019 and 2020 or 2019, 2020 and 2021.</p> <ol style="list-style-type: none"> Liquidity Ratios <ul style="list-style-type: none"> • CA/CL $\geq 2 = 3.5$ marks • CA/CL $\geq 1 = 2.5$ marks • CA/CL $< 0.5 = 1.0$ mark Gearing Ratios <ul style="list-style-type: none"> • GR $\leq 25\% = 3.5$ marks • GR 25% - 50% = 3 mark • GR $> 50\% = 1$ mark Profitability Ratios <ul style="list-style-type: none"> • 10% and above = 3.0 marks • 5% - 9% = 1.5 marks • Below 5% - 0.5 mark 	10
Total		100
<p>Bidders shall be required to attain a pass mark of 85% to qualify for Financial evaluation.</p> <p style="text-align: center;">iii. Financial Evaluation - Lowest evaluated bid</p>		
2.27	<p>The bid that has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.</p> <p>Award can be in whole or in part; ie to one or more bidders per line item.</p>	

SECTION III ~ GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security (10% of the Contract Sum) specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract
- 3.10 Delivery and Documents**
- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract
- 3.11 Insurance**
- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.
- 3.12 Payment**
- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract
- 3.13 Prices**
- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 3.14. Assignment**
- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent
- 3.15 Subcontracts**
- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract
- 3.16 Termination for default**
- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this, the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV ~ SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV APPENDIX TO SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance Security shall be 10% of the Contract Price in form of bank guarantee valid for the contract duration.
3.12.1	The terms of payment shall be within 30 days from the date of inspection and acceptance of the items and following receipt of an official invoice and in accordance with the payment schedule to be agreed on before signing of the contract
3.13.1	There shall be no price adjustments. The scope of work shall include supply, delivery, deployment and commissioning of e-board system.
3.17.1	Percentage of Contract value to be paid or deducted for each week of delay shall be 1% Maximum percentage of Contract Value which payments or deductions shall not exceed 10%
3.18.1	1. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party for arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, an Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying Party.

SECTION V ~ TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications shall. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Overall Objective:

The overall objective of this project is to implement and commission a Data Center (Server Room) an that will will house our Servers, network equipment (LAN/WAN) and critical application systems (ERP, E-Mail, Marine Simulators, Learning Management system, etc.).

Scope of Work:

The scope of work for the project will include but not limited to; -

1. Supply, Installation, Configuration, Commissioning of a Modular Data Center (Server Room)
2. Migrating, installation and configuration equipment to the Data Center putting in mind the de-linking aspect.
3. Configuration, testing and commissioning of the Local Area Network.
4. Training of at least two (2) ICT staff at external authorized facility with a manufacturer authorized trainer. Training period shall be at least 10 days and be conducted on agreeable dates with the Academy. Cost to be catered for by bidder include:
 - i. Training conference facilities

The Academy will cater the cost of:

- i. Accommodation
- ii. Transport

5. Building and Civil Works: Floors, walls and ceiling shall be sealed, painted or constructed of a material to minimize dust. Walls, floors and ceilings shall be light in color to enhance room lighting. The data center will be designed to have plenty of flexible white space that can accommodate for future growth. Floors shall have anti-static properties.
6. Power Infrastructure: Power requirements shall be estimated for all the existing devices and for devices anticipated in the future. Power estimation will be made to accommodate required redundancy and future growth. The data center shall be supported by a generator and UPS System and shall be designed to supply the harmonic current imposed by the UPS system, which will be to support the systems for at least 8hrs.
7. Cooling Infrastructure: There shall be adequate cooling equipment as well as raised floor/overhead cable tray for more flexible cooling.
8. Fire Detection & Suppression System - The implementation of the solution should be based on a platform driven by the following:
 - i. Systems Design
 - ii. Fire Suppression Equipment and Fire Suppression System Installation.
9. CCTV with Monitoring and alert mechanism.

Deliverables:

- (a) A detailed project implementation plan with resource requirements.
- (b) A report giving a detailed understanding of execution of the assignment.
- (c) Install and configure supporting hardware and software systems where applicable.
- (d) Documented results of joint testing of the Data Center.
- (e) Technical and user documentation of the Data Center.
- (f) A draft Service Level Agreement.
- (g) Training and support services including the training manual and training report.
- (h) Migrating, installation and configuration of equipment to the Data Center putting in mind the de-linking aspect.
- (i) A technical support manual.
- (j) A fully functional deployed and commissioned Data Center.
- (k) Final project implementation report

Detailed Technical Specifications

Note: All bidders MUST fill each of the Compliance and bidder's response rows in the table above outlining how the proposed system meets all the minimum technical requirements. Bidders who fail to provide written statements in all the bidder's response column in the tables above will be disqualified.

No.	Requirement Specification	Bidders response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
Manufacturer 's compliance to international standards		

1	The proposed solution must comply with international standards and have the following certifications 1. ISO 9001/TL9000 2. ISO 14001 3. ISO IEC_27001 4. OHSAS 18001 bidders are required to attach copies of valid certifications	
2	The cooling system and power distribution cabinets must be REACH, RoHS and CE certified. bidders are required to attach copies of valid certifications	

Installation Environment

Requirement Specification	Bidders response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
The proposed solution must operate under the following installation and environmental requirements	
Environmental :	
Outdoor environment : 5%~95% relative humidity, and an altitude of 0-4000m	
Ambient temperature: -20°C~+45°C;	
Power Supply Requirements: 380/400/415Vac, 50&60Hz, 3Ph+N+PE.	
Installation Requirements	
Should support single-row deployment and can be installed on the concrete floor	
The solution can be installed without a raised floor	
The solution should fit in a 2.6m height floor to ceiling room	

Uninterrupted Power Supply - UPS

GENERAL REQUIREMENTS	
Requirement Specification	Bidders response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
The UPS should meet the following specifications	
Bidders should provide 2 sets of a 20KVA UPS to provide 1+1 redundancy.	
The UPS should support 19 inches cabinet installation	
The UPS should occupy maximum of 3U rack space	
Provide backup time no less than 30min runtime off power	
input voltage: 380/400/415V, 50/60Hz, or 3Ph+N+PE.	

Wide input voltage range 138-485VAC	
High efficiency in online mode of up to 95%.	
Rated load should be 125%	
Should have an RS485 communication port for status and parameter monitoring	

DETAILED UPS SPECIFICATIONS			
Parameter Type	Parameter Name	Detailed Requirement	Bidders response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
Input parameters	Input voltage range	Three-phase 138V AC~485V AC (138V AC~305V AC, the load should be linearly derated between 40%~100%)	
	Rated input voltage	380V AC/ 400V AC /415V AC (three-phase)	
	Input frequency range	40Hz~70Hz	
Output parameters	Rated capacity	20kVA	
	Rated voltage	380V AC/ 400V AC/ 415V AC the The UPS should have capability to set the voltage level by setting the voltage level on an on UPS lcd screen	
	Power factor	0.9	
	Maximum efficiency	95%	
	Overload capability	When on the mains mode the 105%~125% load should be used: A 5min, bypass should be transferred to the bypass normally. If the bypass is abnormal, the output should be cut off.	
	Installation Mode	Cabinet-mounted	
	Surge protection	Complies with IEC/EN60240-2. IEC/EN61000-4-5 YD/T1095-2000 YD/T944-2007 The AC input should meet surge protection requirements: poor, common-mode 5kA,	

		8/20μs).	
Environment parameters	Interfaces	USB/ dry contact /Modbus/SNMP (Simple Network Management Protocol)	
	Operating temperature	0°C~40°C	
	Relative humidity	0% RH~95% RH, non-condensing	
	Maximum altitude	<1000m (1000m~4000m Reference IEC62040-3 Derating)	
	Storage and transportation temperature	-40°C~+70°C (battery pack: -20°C~+40°C)	
System compatibility	Should be from the same manufacturer as the cabinet system		

PDU Specifications		
Requirement Specification	Bidders response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers	
<ul style="list-style-type: none"> Power distribution type: Installation mode: Cabinet installation PDU Max Size :6U rack space 		
Electrical performance <ul style="list-style-type: none"> Includes UPS input, UPS output, UPS maintenance bypass switch, and surge protection switch. Requires at least 12 IT outputs. 		
Can be monitored remotely		
Application Environment <ul style="list-style-type: none"> Operating temperature: 0°C to +40°C Operating humidity: ≤ 95% RH Operating altitude: 2000 meters 		
Cabinet system compatibility	Should be from the same manufacturer as the cabinet system	

PDU Specifications

Requirement Specification		Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
<ul style="list-style-type: none"> • Application environment <ul style="list-style-type: none"> ✓ Operating temperature: 0°C to +40°C ✓ Operating humidity: ≤ 95% RH ✓ Operating altitude: 2000 meters without derating 		
Input voltage range	176–264 V AC	
Input voltage	220 V AC, 50/60 Hz	
Input current	32 A	
Number of inputs	Single	
Output power distribution specifications	IEC : 20×C13+4×C19	
Dimensions (L x W x D)	1865mm×55mm×44.5mm	
system compatibility	Should be from the same manufacturer as the cabinet system	
Net weight	2.49 kg	

Cooling System Requirements

Item	Specifications	Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
General Specification	The Cabinet-mounted air conditioners with DC variable frequency compressor that must provide easy maintenance, less footprint, and high integration and high-energy efficiency.	
Indoor unit operating temperature	0°C~40°C (Compressor less than 18°C does not run.)	
Indoor unit operating humidity	5% RH~95% RH, non-condensing	
Operating temperature of the outdoor unit	Normal temperature: –20°C~+45°C	
Storage temperature	Without refrigerant:–	

Item	Specifications	Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
	40°C~+70°C With refrigerant: – 40°C~+55°C	
Storage humidity	5% RH~95% RH, (non-condensing)	
Altitude	For 0m~4000m and 1000m~4000m, the Air conditioner product needs to be derated. When the altitude increases per 200 m, the maximum outdoor operating temperature is derated by 1°C and the nominal cooling capacity is derated by 1%.	

Cooling System Installation Requirements

Item	Requirement	Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
Height difference between indoor and outdoor units	<ul style="list-style-type: none"> • If the outdoor unit is higher than the indoor unit is, the vertical distance between them should be ≤ 30 m. • If the indoor unit is higher than the outdoor unit, the vertical distance between them should be ≤ 8 m. 	
Equivalent maximum length of one-way pipe	80 m	
Thermal insulation foam thickness	≥ 13 mm	
Drainage Requirements	The distance between the upper drainage of the water pump should be ≥ 4 m	

Precision Air Condition Specifications

Item	Requirement	Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
Capacity	12.5kW	

Indoor fan type	EC fan	
Total cooling capacity	12.5kW	
Sensible cooling capacity	12.5kW	
Sensible heat ratio	1	
Air volume	≥2600 m ³ /h	
Indoor unit installation mode	Cabinet-mounted	
Outdoor unit installation mode	Indoor unit i	
Heating capacity	3kW	
Humidified	1000g/h	
System compatibility	Should be from the same manufacturer as the cabinet system	

Cabinet System Specifications and Requirements

Item	Technical Specifications	Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
Dimensions (H x W x D) (High × width × depth)	IT cabinet: 2000mm×600mm×1350mm Network cabinet: 2000mm×600mm/800mm×1350mm	
Color	Black	
Material	High-intensity class A carbon cold rolled steel sheet and zinc-coated steel sheet	
Air channel	Front and rear air channels	
Installation space	Each cabinet should provide 42 U available space. The distance between the front and rear mounting bars should be adjustable by a step of 25 mm.	
Installation Mode	Installed on a concrete or raised floor	
Static load	1500kg	
Dynamic load	1000 kg	
Protection level	IP20	
Containment	Hot and cold aisles containment: The depth of the cold aisle should not be greater than 250 mm, this is to ensure energy saving and noise reduction.	

Monitoring and Management System

Parameter	Requirement	Bidders response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
System Overview	Should provide a general environment and power-monitoring interface to constantly monitor equipment such as the power supply and distribution devices, UPS, air conditioners, temperature and humidity sensors, water sensors, smoke detectors, video surveillance devices, and access control devices inside the module.	
	All monitoring information is reported to the management platform through a standard northbound SNMP interface	
	should have a tablet APP or mobile phone APP, enabling mobile operation and maintenance	
	Should be from the same manufacturer as the monitoring module and the cabinet system	
Monitoring Requirements	Temperature and humidity monitoring: Detects and collects statistics on the ambient temperature and humidity inside the smart module	
	Water leakage monitoring: Detects water leakage at the bottom of the smart module and provides real-time alarm signals	
	Smoke monitoring: Detect smoke in the smart module and provides real-time alarm signals	
	Power distribution monitoring: Monitor the UPS input voltage, frequency, current.	
	Smart cooling product monitoring: - Monitors the supply and return air temperature and humidity in real time. - Monitors and displays the fan speed, and displays the running percentage. - Displays the cooling load rate. - Monitors and displays the compressor running status. - Displays the real-time running status of the heating and humidifying. - Video surveillance: Connects to a minimum of four cameras and accesses real-time video images on the WebUI and invoke historical monitoring data	
Alarms Module	The system should monitor the status of smart cooling products, power distribution, and environment. If a fault or parameter error occurs, the system should generate an alarm in real time	
	Active alarms should be filtered by device and alarm severity	
	Should support a minimum of 400 concurrent alarms	

	Should have capability to send Alarm notifications by email and SMS.	
Mobile Tablet	Should be at least 9 inches	
	Should support wireless access to the data center facility management system	
	Should have a capacitive screen and supports multi-touch control	

Fire Suppression System

Parameter	Requirement	Bidders' response to technical requirements with reference to a solution writeup / datasheets of the proposed solution with specific sections and page numbers
System-overview	The system should suppress surface burning fire in Class A, B, and C hazards through heat Absorption and direct chemical means	
	consist of extinguishing agent stored in high strength steel cylinders	
	cylinders should be connected to the manifold by means of a flexible discharge bend and check valve	
	Should use HFC-227ea / Propellant N2 Agent	
	Should be NFPA 2001 approved	
	Should use an electronic detection system is required to actuate the FM-200 suppression system	
	Minimum Agent REQUIRED: 70 kg	
	Enclosure Temperature Minimum: 20degrees	
	Should be provided with all accessories e.g. Fire Bells , Strobe lights , Abort Switches and Remote indicators	

Civil and Electrical Works

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.0	FIRE RESISTANT ACOUSTIC PARTITION WALL				
	DEMOLITION				
1.01	Allow for Demolitions and mobilization	ITEM	1		

1.02	Hoarding around the construction site	ITEM	1		
	WALL PARTITIONING AND WINDOW BLOCKAGE				
	<i>GYPSUM PARTITIONING</i>				
2.03	Wall partitioning using gypsum board	SM	57		
2.04	Window blockage using gypsum	SM	37		
2.05	Reinforce the existing window with 25mm x 25mm thick steel tube spaced at vertically and horizontally	SM	9.7		
2.06	Supply and install accoustic ceiling with fixing accessories	SM	53		
	FINISHING WALLS				
2.07	Skimming all walls with "Altech" or other equal and approved jointing compound to all wall	SM	194		
2.08	Prepare and apply two coats of silk /emulsion paint to:- All walls	SM	194		
2.0	FIRE RESISTANT DOOR				
	<i>High Security Fire Proof Door</i>				
2.01	Supply and fix standard multi-lock security door size 1000x2100mm high	NO	2		
2.02	38mm diameter stainless steel door stop; floor mounted	NO	2		
2.03	Supply and install steel door for the NOC room	NO	1		
2.04	Supply and fix approved overhead door closer; brushed stainless steel finish to selected doors	NO	2		
3.0	SEPARATE POWER CABLING FOR DATA CENTRE				
3.01	Supply and install 10 way TPN Raw Power Distribution board with 160ATP Isolator complete with the following Circuit Breakers	NO	1		
	MCB 32 AMPS SP -5pcs-Sockets and AC Outdoor				
	MCB 10AMPS SP - 2pcs- Lights				
	MCB 32AMPS SP -5pcs -Spare				
3.02	Supply and install 200A 3 Pole mccb complete with enclosure and neutral busbar connection and earth busbar connection terminals	NO.	1		

3.03	Supply and install 100A 3Pole Residual Current Circuit Breaker complete with enclosure.	No.	1		
3.04	Supply 4C x 35mm Sq. PVC-SWA-PVC cable from Main Existing LV Board to the Data Centre Raw Power DB	LM	100		
3.05	Supply Brass glands for above cables.	No.	2		
3.06	Supply cable lugs for the above cable	No.	8		
3.07	Supply 1C x 25 mm Sq. green cable for earthing as main earth to Data Centre and terminate to equipotential bar in Data Centre	lm	100		
3.08	Supply 4C x 25mm Sq. PVC-SWA-PVC cable from Data Centre Paw Power Distribution Board to the Modular DC input1	LM	20		
3.09	Supply Brass glands for above cables.	No.	2		
3.1	Supply cable lugs for the above cable	No.	8		
3.11	Supply Submains Cable 4C x 4 mm Sq. PVC-PVC cable from Raw Power Distribution Board to AC 1 and 2 in door units	LM	100		
3.12	Supply PG glands for above cables.	No.	4		
3.13	Supply communication Cable 3C x 2.5 mm Sq. PVC-PVC cable from AC 1 and 2 in door units to the outdoor units outside the data centre	LM	200		
3.14	Supply PG glands for above cables.	No.	4		
3.15	Supply Radial circuit wired by 3 x 2.5 mm sq pvc cable from RP DB 1 to the Raw power Socket outlet CIR 1 in the data center	LM	200		
3.16	Supply Radial circuit wired by 3 core x 2.5 mm sq pvc cable from UPS DB 1 to the Fire Panel	LM	50		
3.17	Supply and install 13Amps twin socket outlet as Crabtree	No.	15		
3.19	Supply 4mmsq green earth cable	LM	100		
3.2	Supply cable lugs for above cable.	No.	40		
3.21	Supply Equipotential bar 600mm x 50mm x 5mm	No.	1		
4.0	DATA CENTRE LIGHTINGS				

4.01	1 way switching lighting points wired in 3x1.5mm sq PVC insulated single core copper cables drawn in 20mm O. HG PVC conduits concealed in building fabrics from distribution board to light fitting to the switch.	No.	10		
4.02	<u>10 A white moulded switch plates as MK or Crabtree</u> :- 10A 1 Gang 1 Way moulded case plate switch as MK to approval.	No.	3		
4.03	Supply the following light fittings as detailed in our Contract Drawing:-				
i	<u>Type A</u>				
	Surface mounted Modular 600mm x 600 40W LED Light fitting OMS or equivalent and approved.	No.	6		
ii	<u>Type A (EP)</u>				
	As Type A Luminaire as above but with 3 hrs. non maintained emergency kit.	No.	4		
iii	<u>Type EX</u>				
	ROBUS BLADE 4W LED EMERGENCY EXIT LIGHT with legend on it with L.E.D lamp and 3hrs non maintained battery pack	No.	3		
5.0	CABLE TRAYS				
5.01	Supply Galvanised cable tray 200mm x 40 mm fixed purpose made brackets with threaded Rods for DATA/STRUCTURED cabling	LM	15		
5.02	Supply Galvanised cable tray 200mm x 40 mm fixed purpose made brackets with threaded Rods for power cables.	LM	65		
5.03	Supply Galvanised cable tray 200mm x 40 mm fixed purpose made brackets with threaded Rods for Air conditioning pipes	LM	30		
5.04	Supply powder coated cable tray cover 200mm x 100 mm complete with fixing screws	LM	20		
5.05	Supply 25mm heavy gauge pvc conduit for lighting, access and cctv cabling above ceiling	LM	40		
5.06	Supply and install 150*50 powder coated two compartment cable trunking	LM	28		
5.07	Cable Trunking 150x50mm Face plates for Data and Power	No	20		

6.00	NOC AC				
6.01	Supply of 24000BTU high wall split type air conditioning units Complete with accessories and pipe works to be installed at the NOC area.	No	1		
8.0	RODENT REPELLENT SYSTEM				
8.01	Rodent Repellent System	Lot	1		
9.0	PRELIMINARIES				
9.01	Preliminaries/Site preparation	Sum	1		
9.02	Designing, Workshop Drawings and As built Drawings	Sum	1		
	Total				

CCTV and Access Control

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.00	CCTV				
1.01	2MP WDR Starlight Network IR Fixed Dome Camera	NO	4		
1.02	8-CH Network Video Recorder-	NO	1		
1.03	4TB HDD	NO	2		
1.04	Workstation PC for client Software	NO	1		
1.05	42 Inch Monitoring Screen	NO	1		
	Sub-total				
2.00	ACCESS CONTROL				
2.01	Biometric Reader-Fingerprint and Card based Door Controller with PoE and IP65(Master)	No	2		
2.02	Biometric reader (Slave)	No	2		
2.03	Cosec Panel Lite	No	1		
2.04	Power supply complete with Battery Back Up	No	2		
2.05	Access control Software(Cosec Centra & ACM GE)	No	1		
2.06	Magnetic lock complete with mounting brackets	No	2		
2.07	Emergency Break glass	No	2		
2.08	Over ride Key switch	No	2		
2.09	Access cards	No	50		
2.10	8 Core Alarm cable	No	2		

2.11	Accessories	Lot	1		
	<i>Sub-total</i>				
	<i>Total</i>				

NOC Network Infrastructure

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.00	NETWORK				
1.01	POE+ Switch	No	1		
1.02	Cat 6A UTP Pure Copper Ethernet Cable 305M	No	3		
1.03	Dual faceplates and modules	No	4		
1.04	Patch panel	No	1		
1.05	1m Patch cord	No	10		
1.06	3m Patch cord	No	4		
1.07	Cable manager	No	1		
1.08	Accessories	LOT	1		
<i>Total</i>					

6. Training and Skills Transfer

Capacity building is necessary to build competence and to institutionalize the usage of the Data Center within BMA. The bidder should possess experienced trainers to be able to transfer knowledge to BMA's staff. The successful bidder should provide a detailed Training Schedule for their solution, detailing the training approach and methods, location, and curriculum as well as indicate the cost of training in the price schedule.

NO	SPECIFICATION	REQUIREMENT	COMPLIANCE (FS/PS/CR/NS)	BIDDER RESPONSE
1.	Technical Skills Assessment	The bidder is expected to explicitly state the technical skills required to successfully implement and sustain the Data Center.		
2.	Methods of Training and Skill Transfer	The bidder is expected to elaborate on their proposed training methods to be used for skills transfer, which will ensure that BMA has enough		

		internal capacity to maintain and use the Data Center.		
3.	Training Curriculum	The bidder is expected to provide the training curriculum to be used to train at least three (2) IT Technical staff users on support and maintenance of the Data Center.		
4.	Training Materials	The bidder is expected to provide all trainees with training material both soft and hard copies.		
5.	Training Evaluation	The bidder is expected to provide a methodology of evaluation of the training, learning and skills transfer.		
6.	Training facility	All trainings must be provided at an accredited center or laboratory. Bidders shall propose training site and location.		

7. Support and Maintenance

The Data Center is expected to house our Servers, network equipment (LAN/WAN) and critical application systems (ERP, E-Mail, Marine Simulators, Learning Management system, etc.). After completion of the project, continuing support and maintenance activities will be required from the Bidder for a period where the Data Center will be on warranty and with continued support and maintenance. This would also include on-site support; hence, the bidder must demonstrate availability of local support. Support and maintenance after the warranty shall be renewed on annual basis subject to satisfactory performance of the system Bidders are required to provide a clause-by-clause response to the specifications in the given format. All bidders are expected to demonstrate and give detailed information on how their proposed system meets the requirements identified below:

NO	SPECIFICATION	REQUIREMENT	COMPLIANCE (FS/PS/CR/NS)	BIDDER RESPONSE
1.	System and infrastructure	The bidder is expected to: a) Indicate the period of warranty (not less than 12 months)		
2.	Delivery Period	The bidder to provide the shortest time to implement the solution		
3.	SLA	The bidders shall propose a service level agreement that addresses the following: • Escalation matrix • Contact persons • Response time (2 hours) • Proof of local presence • Online support from manufacturer • Any other related SLA requirements		

FINANCIAL PROPOSAL

PRICE SCHEDULE

	Description of Items	Quantity	Total Amount in Kshs. inclusive of Taxes
1	Supply, delivery, installation and Commissioning of Modular Data Center solution with all Electrical Systems, Cooling Systems, Cabinet Systems, Monitoring Systems and Fire Suppression Systems.		
2	Civil and Electrical Works		
3	CCTV and Access Control		
4	NOC Network Infrastructure		

PLEASE NOTE:

All prices to be inclusive of all applicable taxes and one-year warranty.

- i. In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor																												
	Your name in full Age																												
	Nationality Country of origin																												
	<ul style="list-style-type: none"> • Citizenship details • 																												
	Part 2 (b) Partnership																												
	Given details of partners as follows:																												
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	Part 2 (c) – Registered Company																																																
	Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows																																																
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM (MANDATORY)

Whereas [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these presents that WE
..... of having our registered office at
..... (hereinafter called "the Bank"), are bound unto [*name of Procuring entity*] (hereinafter called "the Procuring entity") in the sum of
for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
[*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the
Procuring entity) of the one part and [*name of tenderer*] of [*city
and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [*contract price in
words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 _____ to _____ supply *[description of goods]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of Academy should be on the letterhead of the Manufacturer and should be signed by a person competent.

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE (MANDATORY)

(Sections 62,65 and 66 of the PPADA Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert

identification no] Name of the Assignment: _____

[insert name of the assignment] to: _____

[insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

Name of the Tenderer:*[insert complete name of the Tenderer]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **
.....[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:[insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed..... [Insert date of signing] day of.....
[Insert month], [insert year]

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

1.

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

1.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary