



NATIONAL LAND COMMISSION

TENDER DOCUMENT

FOR

DISASTER RECOVERY SITE  
TENDER NO. NLC/ONT/ICT/001/2017/2018

*National Land Commission Ardhi House, 1st Ngong Avenue, Off Ngong Road, P.O. Box 44417 –  
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**CLOSING DATE: WEDNESDAY, 20<sup>TH</sup> DECEMBER, 2017**

**SECTION I INVITATION FOR TENDERS**

**TENDER NO. NLC/ONT/ICT/001/2017/2018 for Disaster Recovery site**

The National Land commission of Kenya is an independent government body entrenched in Article 67 (1) of the constitution of Kenya 2010 and subsequently established under an Act of Parliament, Act Number 5 of 2012. The commission hereby invites Tenderers to submit sealed Tenders for the provision of ICT Infrastructure as described hereunder;

**Disaster Recovery site Solution**

Tender Documents with detailed specifications, terms and conditions of tendering, may be obtained from the **Procurement Office on Ground floor ACK Garden Annex** during **working hours** upon payment of non-refundable fee of **kshs.1, 000** per set of document. Payments should be made at the National Land Commission Cash Office on **Ground floor ACK Garden Annex**. Alternatively, interested and eligible tenderers may download the tender document(s) **FREE OF CHARGE** from National Commission **website** [www.landcommissionc.go.ke](http://www.landcommissionc.go.ke) or the **National Treasury's IFMIS PORTAL** on: <http://supplier.treasury.go.ke/site/tenders.go/index.php/public/tenders>.

Prices quoted should be net inclusive of all taxes and delivery cost and should remain valid for ninety (90) days after date of Tender opening.

Completed Tender documents are to be enclosed in plain sealed envelopes, marked with the Tender number and name and be deposited in the Tender Box provided at National Land Commission, Ground floor Ack Garden House, Ngong Road, Nairobi or be addressed to;

**THE SECRETARY/CEO  
NATIONAL LAND COMMISSION  
P. O. BOX 44417-00100  
N A I R O B I**

So as to be received on or before **Wednesday 20<sup>th</sup> December, 2017 at 11.00 a.m.**

Tenders must be accompanied by a Tender Security of Kshs.1 million in form of a Bank Guarantee from a reputable Bank or Guarantee from an Insurance Company approved by the Public Procurement Oversight Authority (PPOA) payable to Secretary National Land Commission.

Tenders will be opened immediately thereafter in the presence of the Tenderers representatives who choose to attend the opening at **the 7<sup>th</sup> Floor Board Room ,ACK Garden Annex , Ngong Road, Nairobi.**

**Secretary/CEO**

**National Land Commission**

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Tender documents.
- 2.1.2 The Procuring Entity's Employees; Committee Members; and Commission Members and their relatives (spouses and children) are not eligible to participate in the Tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and sub Contractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the Tendering process.
- 2.2.2 The price to be charged for the Hand Copy Tender document shall be **Kshs.1,000/=**.
- Soft copy download is **FREE OF CHARGE**.
- 2.2.3 The Procuring Entity shall allow the Tenderer to review the Tender document free of charge before purchase.

### 2.3 Contents of Tender Document

- 2.3.1 The Tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers:
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements

- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Insurance Company's Authorization Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A candidate making inquiries of the Tender documents may notify the Procuring Entity by post, courier, or hand delivery at the Procuring Entity's address indicated in the Invitation for Tenders. The Procuring Entity will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the Tenders, prescribed by the Procuring Entity. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the Tender documents.

2.4.2 The Procuring Entity shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its Tender.

2.4.3 Preference where allowed in the evaluation of Tenders shall not exceed 15%.

## **2.5 Amendment of Tender Document**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

2.7.1 The Tender prepared by the Tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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) Tender Security furnished in accordance with paragraph 2.12 (if applicable); and
- (d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

The Tenderer shall indicate on the form of Tender and the appropriate Price Schedule the unit prices and total Tender price of the services it proposes to provide under the Contract.

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

Prices quoted by the Tenderer shall remain fixed during the Term of the Contract unless otherwise agreed by the parties. A Tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 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 it's Tender is accepted.
- 2.11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer has the financial and technical capability necessary to perform the Contract.

## **2.12. Tender Security**

- 2.12.1 The Tenderer shall furnish, as part of its Tender, a Tender Security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The Tender Security shall be Kshs.1 million.
- 2.12.3 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 2.12.7
- 2.12.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:
- a) Cash or
  - b) A Bank Guarantee or
  - c) Such Insurance Guarantee approved by the Public Procurement Regulatory Authority (PPRA) or
  - d) Letter of Credit.
- 2.12.5 Any Tender not secured in accordance with paragraph 2.12.1, 2.12.2, 2.12.3 and 2.12.4 shall be rejected by the Procuring Entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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
- 2.12.7 The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the Contract, pursuant to paragraph 2.29, and furnishing the Performance Security, pursuant to paragraph 2.30

- 2.12.8 The Tender Security may be forfeited:
- (a) If a Tenderer withdraws its Tender during the period of Tender validity.
  - (b) in the case of a successful Tenderer, if the Tenderer fails:
    - (i) to sign the Contract in accordance with paragraph 2.29 or
    - (ii) To furnish Performance Security in accordance with paragraph 2.30.
  - (c) If the Tenderer rejects correction of an arithmetic error in the Tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of Tender opening pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Tender Security provided under paragraph 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its Tender.

### **2.14. Format and Signing of Tenders**

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

### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The Tenderer shall seal the original and the copy of the Tender in separate envelopes, duly marking the envelopes as **“ORIGINAL TENDER”** and **“COPY OF TENDER”**. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:



- (a) Be addressed to the Procuring Entity at the address given in the Invitation to Tender.
- (b) Bear Tender number and name in the invitation to Tender and the words, **“DO NOT OPEN BEFORE WEDNESDAY 20<sup>TH</sup> DECEMBER, 2017 AT 11.00 A.M**

2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring Entity will assume no responsibility for the Tender’s misplacement or premature opening.

**2.16. Deadline for Submission of Tenders**

Tenders must be received by the Procuring Entity at the address specified under paragraph 2.15.2 not later than **WEDNESDAY 20<sup>TH</sup> DECEMBER, 2017 AT 11.00 A.M**

The Procuring Entity may, at its discretion, extend this deadline for the submission of Tenders by amending the Tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring Entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Bulky Tenders which will not fit the Tender Box shall be received by the Procuring Entity as provided for in the appendix.

**2.17. Modification and Withdrawal of Tenders**

2.17.1 The Tenderer may modify or withdraw its Tender after the Tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the Tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by post, courier or hand delivery, postmarked no later than the deadline for submission of Tenders.

2.17.3 No Tender may be modified after the deadline for submission of Tenders.

2.17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity. Withdrawal of a Tender during this interval may result in the Tenderer’s forfeiture of its Tender Security, pursuant to paragraph 2.12.7

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring Entity will open all Tenders in the presence of Tenderers' representatives who choose to attend, on **WEDNESDAY 20TH DECEMBER, 2017 AT 11.00 A.M** and in the location specified in the Invitation for Tenders. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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
- 2.18.3 The Procuring Entity will prepare minutes of the Tender opening, which will be submitted to Tenderers that signed the Tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of Tenders the Procuring Entity may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.

2.19.2 Any effort by the Tenderer to influence the Procuring Entity in the Procuring Entity's Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers' Tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring Entity will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Tender will be rejected, and its Tender Security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring Entity may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring Entity will determine the substantial responsiveness of each Tender to the Tender documents. For purposes of these paragraphs, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender documents, without material deviations, the Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

2.20.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

## **2.21. Conversion to Single currency**

2.21.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of Tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring Entity will evaluate and compare the Tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring Entity's evaluation of a Tender will take into account, in addition to the Tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

2.22.3 Pursuant to paragraph 2.22.2., the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

(i) Tenderers shall state their Tender prices for the payment on schedule outlined in the special conditions of Contract. Tenders will be evaluated on the basis of those base

prices. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender prices they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Tenderer.

2.22.4 The Tender processing committee shall evaluate the Tender within seven (7) days from the date of opening the Tender.

## **2.23. Contacting the Procuring Entity**

2.23.1 Subject to paragraph 2.19 no Tenderer shall contact the Procuring Entity on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded.

2.23.2 Any effort by a Tenderer to influence the Procuring Entity in its decisions on Tender evaluation, Tender comparison, or Contract award may result in the rejection of the Tenderers' Tender.

## **2.24 Post-qualification**

2.24.1 The Procuring Entity will verify and determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the Contract satisfactorily.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring Entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring Entity will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

2.25.2 To qualify for Contract awards, the Tenderer shall have the following:

- (c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured;
- (d) Legal capacity to enter into a Contract for procurement;
- (e) Shall not be insolvent, under receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; and
- (f) Shall not be debarred from participating in public procurement.

## **2.26. Procuring Entity's Right to Accept or Reject any or all Tenders**

2.26.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Procuring Entity's action. If the Procuring Entity determines that none of the Tenders is responsive, the Procuring Entity shall notify each Tenderer who submitted a Tender.

2.26.2 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.

2.26.3 A Tenderer who gives false information in the Tender document about his 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.

## **2.27 Notification of Award**

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the Contract between the Tenderer and the Procuring Entity pursuant to clause 2.9. Simultaneously the other Tenderers shall be notified that their Tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the Performance Security pursuant to paragraph 2.29 the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its Tender Security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring Entity notifies the successful Tenderer that its Tender has been accepted, the Procuring Entity will simultaneously inform the other Tenderers that their Tenders have not been successful.

2.28.2 Within seven (7) days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Procuring Entity.

2.28.3 The Contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the Contract shall have it signed within fourteen (14) days from the date of notification of Contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful Tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, in a form acceptable to the Procuring Entity.

2.29.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make the award to the next lowest evaluated Tender or call for new Tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring Entity requires that Tenderers observe the highest standard of ethics during the procurement process and execution of Contract. A Tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 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.

2.30.3 Further a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## **Instructions to Tenderers**

The following is information for the procurement of ICT Equipment's and services and shall complement, supplement, or amend, the provisions on the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers.

Instruction to Tender Reference	Particulars of Appendix to Instructions to Tenderers
2.1.1	Qualification Information statement: <b>This shall not be required</b>
2.2.2	Price to be charged for Tender documents <b>Kshs.1,000/=</b>
2.4.1	There shall be a pre-bid meeting on <b>THURSDAY 14<sup>TH</sup> DECEMBER, 2017 AT 10.30 A.M</b> at <b>ACK Garden Annex, 7<sup>th</sup> Floor Boardroom</b> . The meeting will address all the questions regarding the tender document
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> <ul style="list-style-type: none"> <li>i) <b>Certificate of Registration under the Companies Act (CAP 486),</b></li> <li>ii) <b>Valid certificate of tax compliance</b></li> <li>iii) <b>Audited Accounts for the last two years</b></li> <li>iv) <b>Properly filled Confidential Business Questionnaire</b></li> </ul>
2.12.1	Particulars of Tender Security if applicable. <b>Kshs.1 million and bid amount valid for 90 days and additional thirty (30) days after the expiry of the Tender validity period.</b>
2.12.4	Form of Tender Security. <b>The Tender Security shall be in the form of Bank Guarantee from a reputable Bank or a Guarantee from an Insurance Company approved by the Public Procurement Oversight Authority (PPOA).</b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 90 days after date of Tender Opening.</b>
2.15.2 (b)	State day, date and time of Tender closing: <b>Wednesday 19th December, 2017 at 11.00 a.m</b>
2.16.1	Deadline for submission of Tenders: <b>Wednesday 19th December, 2017 at 11.00 a.m</b>
2.16.3	Bulky Tenders that will not fit in the Tender Box shall be delivered to the Procurement Unit and will be signed for if required.
2.18.1	Opening of Tenders: <b>Wednesday 19th December, 2017 at 11.00 a.m</b>
2.22	<b>Evaluation and Comparison of Tenders:</b>

	<p>The proposals will be evaluated in three stages as follows:</p> <p><b><u>A) Stage One Mandatory Requirements:</u></b></p> <ol style="list-style-type: none"> <li>1. Have Manufacturers Authorization Forms</li> <li>2. Submit a copy of the audited accounts for the previous 2 years.</li> <li>3. Attach CV's of key management and technical staff.</li> <li>4. Must submit copies of the following documents: <ul style="list-style-type: none"> <li>• Valid Certificate of Incorporation</li> <li>• Valid Tax Compliance Certificate</li> <li>• Company profile</li> </ul> </li> <li>5. Provide proof of being in business for the last five years to date.</li> <li>6. Completely Fill the Confidential Business Questionnaire.</li> <li>7. Complete the form of Tender and price schedule in the formats provided.</li> <li>8. The Tenderer shall submit at least three (3) names with full contact as well as physical addresses of previous customers of similar goods (Engineered) systems in the region together with recommendation letters from each of them confirming completion of at least two of the contracts on schedule.</li> </ol> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p> <p><b><u>B) Stage Two: Technical Evaluation (60%)</u></b></p> <p>Mandatory technical requirements <b><u>MUST</u></b> be met to qualify for detailed technical evaluation.</p> <p><b><u>Mandatory technical requirements are on the first table on technical requirements</u></b></p> <p>Compliance with the mandatory technical requirements are awarded with Y mark, non compliance will be awarded “N” mark</p> <p>Compliance with the detailed technical specification will be awarded a “1” mark, non compliance will be awarded “0” mark</p> <p>Evaluation of the following technical information against tender Requirements and Specifications.</p> <p>Please note that these are mandatory requirements:-</p>
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	<ul style="list-style-type: none"> <li>○ Compliance to technical Requirements (60%)</li> </ul> <p>Bidders must conform to the technical standards laid out in the technical portion of the request for proposal</p> <ul style="list-style-type: none"> <li>○ Standards <ul style="list-style-type: none"> <li>The bidders must demonstrate the compliance of their products to standards</li> </ul> </li> <li>○ Evidence of field delivery capability</li> </ul> <ul style="list-style-type: none"> <li>● At least three members of the technical team must have professional training in supporting the systems quoted for : Attach copies of certification</li> <li>● The team leader and at least 2 other members of the technical team must each have a minimum of Bachelor’s degree in Computer Science or related field. Attach copies of certification</li> </ul> <ul style="list-style-type: none"> <li>○ References</li> </ul> <ul style="list-style-type: none"> <li>● Reference letters from 5 (five) similar projects confirming completion, support level of the solution and at least five of similar projects being supported or under the contract.</li> <li>○ Past performance</li> <li>● Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract</li> </ul> <p><b>The Pass Mark for Technical Evaluation will be 80%. Candidates that will have attained those points will have their financial proposals evaluated.</b></p> <p><b><u>C) Stage Three: Financial Evaluation (20%)</u></b></p> <ul style="list-style-type: none"> <li>● The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of Tender.</li> <li>● The Evaluation Committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.</li> </ul>
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	<ul style="list-style-type: none"> <li>• This will include the following: - <ul style="list-style-type: none"> <li>a) Confirmation of the authenticity and sufficiency of the submitted Tender Security.</li> <li>b) Confirmation of and considering Price Schedule duly completed and signed.</li> <li>c) Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms,</li> <li>d) Checking submission of audited financial statements required which must be those that are reported within fifteen (15) calendar months of the date of the tender document.</li> <li>e) Conducting a financial comparison, including conversion of tender currencies into one common currency,</li> <li>f) Correction of arithmetical errors,</li> <li>g) Taking into account the cost of any deviation(s) from the tender requirements,</li> <li>h) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:- <ul style="list-style-type: none"> <li>i) Declared maximum value of business</li> <li>ii) Shareholding and citizenship for preferences where applicable.</li> </ul> </li> </ul> </li> <li>• 6.3.2 Confirming the following: - <ul style="list-style-type: none"> <li>6.3.2.1 That the Supplier's offered Delivery Schedule meets NLC's requirements.</li> <li>6.3.2.2 That the Supplier's offered Terms of Payment meets NLC's requirements.</li> </ul> </li> <li>• The Successful Tenderer shall be the one with the lowest evaluated price.</li> </ul> <p><b>*NOTES: -</b></p> <ol style="list-style-type: none"> <li>1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).</li> <li>2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the</li> </ol>
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	<p>goods it offers to supply.</p> <p><b><u>D) Stage Four: site visit to referenced clients and bidder's Data Center (20%)</u></b></p> <p><b>Tender evaluation committee will visit Bidder's Data Center to host client's disaster recovery site and referenced clients by bidder and later award marks accordingly.</b></p>
2.25	<p>Award of Contract: The Contract will be awarded:</p> <p>The Disaster recovery solution contract shall be awarded to the highest technically and lowest financially evaluated bidder in each category.</p>
2.29	<p>Particulars of Performance Security if applicable. N/A</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 Services" means services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to the Procuring Entity under the Contract.
- (d) "The Procuring Entity" means the organization procuring the services under this Contract.
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract.
- (h) "Day" means calendar day.

## **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the Contract.

## **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

## **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Contract's or performance under the Contract if so required by the Procuring Entity.

## **3.5. Patent Rights**

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

## **3.6 Performance Security**

3.6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring Entity the Performance Security where applicable in the amount specified in SCC.

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

3.6.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity and shall be in the form of:

- a) Cash or
- b) A Bank guarantee or
- c) Such Insurance Guarantee approved by the Public Procurement Regulatory (PPRA) or
- d) Letter of Credit.

- 3.6.4 The Performance Security will be discharged by the Procuring Entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of Services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Procuring Entity in the schedule of requirements and the special conditions of Contract.

### **3.8. Payment**

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

- 3.8.2 Payment shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Contractor.

### **3.9. Prices**

- 3.9.1 Prices charged by the Contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its Tender or in the Procuring Entity's request for Tender validity extension the case may be. No variation in or modification to the terms of the Contract shall be made except by written amendments signed by all the parties.

- 3.9.2 Contract price variations shall not be allowed for Contracts not exceeding one year (12 months).

- 3.9.3 Where Contract price variation is allowed the variation shall not exceed 10% of the original Contract price.

- 3.9.4 Price variation requests shall be processed by the Procuring Entity within 30 days of receiving the request.

### **3.10. Assignment**

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

### **3.11. Termination for Default**

- 3.11.1 The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) If the Contractor fails to provide any or all of the goods, services and works within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract.
  - (c) If the Contract in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.11.2 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 goods, services and works similar to those un-delivered and the Contractor shall be liable to the Procuring Entity for any excess costs for such similar goods, services and works. However, the Contractor shall continue performance of the Contract to extent not terminated.

### **3.12. Termination for Insolvency**

- 3.12.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring Entity.

### **3.13. Termination for Convenience**

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

### **3.14 Resolution of Disputes**

- 3.14.1 The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the Contract
- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

- 3.16.1 The Contract shall be interpreted in accordance with the Laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this Contract shall be sent to the other party by post or by courier or by hand delivery or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV -SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of Contract	Special condition of Contract
3.6 Performance Security	Applicable
3.7 Delivery of Goods, Works and Services	As specified in the contact document.
3.8 Payment	As specified in the contact document.
3.9 Price adjustment	No Price adjustments allowed.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Procuring Entity <b>Secretary/C.E.O</b> <b>National Land Commission</b> <b>ARDHI HSE 12<sup>TH</sup> Floor</b> <b>P. O. BOX 44417-00100</b> <b>NAIROBI</b>
Other's as necessary	

### Technical Requirements

#### Storage System for Primary Applications

National Land Commission will use NLIMS to store all land related records, maps and land survey data in the form of files and satellite images. It will also have enterprise applications such as ERP and CRM. Real Time analysis is performed on this data with software and maps are superimposed on satellite and GPS output files. This would require a highly scalable and fast performing storage, server systems to perform real time analysis on the files.

The solution must be powerful, scalable, easy to manage, economical, and versatile enterprise storage platform - for unstructured file based data - providing the highest levels of performance, capacity, reliability, and data protection.

The storage system must provide exceptional storage efficiency of up to 80%+ of net usable capacity versus raw capacity natively & support very large volumes of unstructured data with features added features like De-duplication to push the storage efficiency of the system even further.



The solution must support file based data applications, supporting high-concurrent and sequential throughput workflows or intensive IOPS (NAS Input Output Operations) applications allowing therefore application consolidation.

The storage system must have the below capabilities & features:

- Ability scale-out storage and performance to maximize data access capabilities.
- Ability to provide simple, scalable, and flexible data protection capabilities.
- Ability to provide simple and flexible quota management and provisioning
- Ability to provide complete separation of storage administration and file system access
- Ability to provide secure isolation zones
- Ability to provide complete virtualization integration with all industry standard APIs.
- Ability to provide native support for Hadoop HDFS protocol

### **Disaster Recovery site/ Cloud Computing Solution Overview**

The solution must provide a shared storage platform. The minimum specifications are listed as below:

#### **Datacenter as a Service**

Commission is looking for a secure private cloud by pooling infrastructure resources into a virtual datacenter and provisioning it to National Land Commission through Web-based portals and programmatic interfaces as fully automated, catalog-based services. The Cloud package that comes with integrated vShield Edge technologies such as perimeter protection, port-level firewalling, network address translation and DHCP services that offer virtualization-aware security simplifying deployment of applications, and enforce boundaries required by compliance standards in the private cloud.

#### **Virtual infrastructure**

The Commission aspires to have a solution that offers clients an opportunity to make cost savings and efficiencies as well as providing a flexible environment. With the following characteristics;

- No CAPEX required for purchase of Infrastructure
- Increased reliability
- Accessibility to our information and environments
- Located at the heart of major data carrier network both locally and internationally.
- No collocation cost as the environment will be virtual
- Higher return on investment by only purchasing capacity needed now

- Scalability with no risk of equipment obsolesce or capacity limit
- Carrier grade network for replication and fast access to applications and data

### Integration Options

The NLC is looking for a Cloud solution that can be integrated with the Internet, Private MPLS to the clients HQ or the Branch network. It can also be integrated to the other services such as SMSC and USSD services.

### Cloud Infrastructure Monitoring and Support

A solution with proactive monitoring and maintenance is very crucial as opposed to the break/fix way of doing work. A provider of Cloud solution with a Network operation center infrastructure and staff who are dedicated to have IT Services up and running on a 24/7/365 work structure so that client can achieve a 99.9% uptime for their hosted services.

The table below shows minimum requirements of the proposed servers to be replicated in your cloud solution.

	RAM in GB	Internal Storage	Virtual sockets	No. of Cores
<b>Server 1</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 2</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 3</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 4</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 5</b>	4	Disk 2 – 100	1	1
<b>Server 6</b>	64	Disk 1 – 100	4	2
		Disk 2 – 1.5TB		

<b>Server 7</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 8</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 9</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 10</b>	64	Disk 1 – 100	2	2
		Disk 2 – 1 TB		
<b>Server 11</b>	64	Disk 1 – 100	2	4
		Disk 2 – 1 TB		
<b>Server 12</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 14</b>	50	Disk 1 – 400	3	2
		Disk 2 – 100		
<b>Server 15</b>	32	Disk 1 – 100	4	2
		Disk 2 – 500		
<b>Server 17</b>	32	Disk1-1TB	2	2
<b>Server 18</b>	32	Disk1- 1TB	3	3
<b>Server 19</b>	12	Disk1- 1TB	2	4
<b>Server20</b>	50	Disk1-400	3	2
		Disk2-100		
<b>Server21</b>	50	Disk1-400	3	2
		Disk2-100		

<b>Server22</b>	50	Disk1-400 Disk2-100	3	2
<b>Server23</b>	50	Disk1-400 Disk2-100	3	2

### **Data Center Infrastructure Specifications**

Tier Level 3: Multiple power and cooling distribution paths, redundant components, concurrently maintainable (99.98 availability)

Data center must be 40KM away from National Land Commission Data Centre primary site headquarters.

### **Supporting Facilities**

- Holding Area
- Staging Area
- Monitoring and Control Room (for Security team)
- Facilities room (for Facility Engineers)
- Reception
- UPS, Rectifier, Inverter Rooms
- Standby generators
- Engineer workstations
- Tea room
- Washrooms

### **Raised Access Floor and Suspended Ceiling**

- 600mm high
- Loading: 750kg or 7.5KN/m<sup>2</sup>

### **Power Infrastructure**

- Grid power: two grid lines from 2 different substations
- Stabilizer:
- A standby generator power that can run for 24hrs
- Redundant dual power paths with Power boards:
- Inverters that can run for 3000AH

### **Cooling Infrastructure:**

- Hot-cold aisle containment : Installed together with standard racks

### **Monitoring & Control**

- Fire Alarm panels based on zones
- History alarm reports

### **Fire Suppression & Safety**

A well done fire suppression and safety within data center

### **Security Systems**

- Access card controls
- Door controls
- Technical Security by IT
- CCTV cameras

## Technical Mandatory

No.	Technical Requirements	Marks
1.	The responsive bidder shall configure servers on client and bidders side and demonstrate how the servers will be accessible in case of disaster.	Y/N
2.	Demonstrate how Migration of existing systems and data shall be carried out	Y/N
3.	Demonstrate how testing of real time system update and synchronization of system shall be carried out	Y/N
4.	Monitoring & Control systems of servers	Y/N
5.	Must integrated with the Internet, Private MPLS to the clients primary site (Data Centre) headquarters. or the Branch network	Y/N
6.	Data center must be at least Tier Level 3	Y/N
7.	Responsive bidder shall install all relevant software to servers on disaster recovery site, carryout all configurations on client and bidders side to ensure replication between the servers is working.	Y/N
8.	Train 5 system administrators. Training to be conducted at the manufacturer's training labs or campus leading to professional certification for disaster recovery site/cloud computing	Y/N

## TECHNICAL REQUIREMENTS

No.	Feature	Technical requirements
	Scalable	Ability scale-out storage and performance to maximize data access capabilities.
		Ability to provide simple, scalable, and flexible data protection capabilities.
		Ability to provide simple and flexible quota management and provisioning
		Ability to provide native support for Hadoop HDFS protocol
		Ability to provide complete virtualization integration with all industry standard APIs
		Ability to provide secure isolation zones
		Ability to provide complete separation of storage administration and file system access
		Carrier grade network for replication and fast access to applications and data
		Scalability with no risk of equipment obsolesce or capacity limit
		Higher return on investment by only purchasing capacity needed now
		No collocation cost as the environment will be virtual
		Located at the heart of major data carrier network both locally and internationally
	<b>Integration Options</b>	Must integrated with the Internet, Private MPLS to the clients HQ or the Branch network.
		Be integrated to the other services such as SMSC and USSD services

<b>Datacenter</b>		
	<b>Support &amp; Infrastructure</b>	Network operation center infrastructure
		Support 24/7
		99.9% uptime for hosted services.
		Raised floor 600mm high
		Raised floor Can hold a Load of 750kg
		Fire Alarm panels based on zones
		History alarm reports
		A well done fire suppression and safety within data center
		Hot-cold aisle containment: Installed together with standard racks
		Tier Level 3
		Switch over time from primary to secondary must be less than 15 minutes
		Work recovery time
		Data center must be 40KM away from client's data Centre primary site
	<b>Security Systems</b>	CCTV cameras
		Access card controls
		Door controls
		Technical Security by IT
	<b>Power Infrastructure</b>	Grid power: two grid lines from 2 different substations
		Inverters that can run for 3000AH
		Redundant dual power paths with Power boards:
		A standby generator power that can run for 24hrs
		Stabilizer:



	<b>Supporting Facilities</b>	Holding Area, Staging Area, Monitoring and Control Room (for Security team), Facilities room (for Facility Engineers), Reception, UPS, Rectifier, Inverter Rooms, Standby generators, Engineer workstations, Washrooms, and Tea room
		The responsive bidder shall configure servers on client and bidders side, migrate and ensure servers are in working state. Test real time update/synchronization and demonstrate how the servers will be accessible in case of disaster.
	<b>Training</b>	Train 5 system administrators. Training to be conducted at the manufacturer's training labs or campus leading to professional certification for cloud computing

### 3.1.8 Recommendations

1. Interested Bidders **MUST** carry out site survey before tendering.
2. Interested Bidders to include detailed storage, servers and any other requirement deemed necessary in the implementation plan.
3. All bidders need to be certified by the respective manufacturers and provide a Manufacturer's Authorization Form.
4. Bidder should include the implementation matrix for all the components.

**EVALUATION CRITERIA**

No.	Feature	Technical requirements	Marks 1/0	Bidders Response
	Scalable	Ability scale-out storage and performance to maximize data access capabilities.	1/0	
		Ability to provide simple, scalable, and flexible data protection capabilities.	1/0	
		Ability to provide simple and flexible quota management and provisioning	1/0	
		Ability to provide native support for Hadoop HDFS protocol	1/0	
		Ability to provide complete virtualization integration with all industry standard APIs	1/0	
		Ability to provide secure isolation zones	1/0	
		Ability to provide complete separation of storage administration and file system access	1/0	
		Carrier grade network for replication and fast access to applications and data	1/0	
		Scalability with no risk of equipment obsolesce or capacity limit	1/0	
		Higher return on investment by only purchasing capacity needed now	1/0	
		No collocation cost as the environment will be virtual	1/0	
		Located at the heart of major data carrier network both locally and internationally	1/0	
	<b>Integrati on Options</b>	Must integrated with the Internet, Private MPLS to the client’s data Centre primary site or the Branch network.	1/0	
		Be integrated to the other services such as SMSC and USSD services	1/0	
<b>Datacenter</b>				
	<b>Support</b>	Network operation center infrastructure	1/0	

	<b>&amp; Infrastructure</b>	Support 24/7	1/0	
		99.9% uptime for hosted services.	1/0	
		Raised floor 600mm high	1/0	
		Raised floor Can hold a Load of 750kg	1/0	
		Fire Alarm panels based on zones	1/0	
		History alarm reports	1/0	
		Switch over time from primary to secondary must be less than 15 minutes	1/0	
		Work recovery time	1/0	
		A well done fire suppression and safety within data center	1/0	
		Hot-cold aisle containment: Installed together with standard racks	1/0	
		Tier Level 3	1/0	
		Data center must be 40KM away from HQ	1/0	
		<b>Security Systems</b>	CCTV cameras	1/0
	Access card controls		1/0	
	Door controls		1/0	
	Technical Security by IT		1/0	
	<b>Power Infrastructure</b>	Grid power: two grid lines from 2 different substations	1/0	
		Inverters that can run for 3000AH	1/0	
		Redundant dual power paths with Power boards:	1/0	
		A standby generator power that can run for 24hrs	1/0	
		Stabilizer:	1/0	
	<b>Supporting Facilities</b>	Holding Area, Staging Area, Monitoring and Control Room (for Security team), Facilities room (for Facility Engineers), Reception, UPS, Rectifier, Inverter Rooms, Standby generators, Engineer workstations, Washrooms, and Tea room	1/0	
	<b>MAX</b>	To be converted to meet total technical score	<b>37</b>	

**Form of Tender**

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of Procuring Entity \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this Tender in conformity with the said Tender document for the sum of .....  
.....[**Total Tender amount in words and figures**]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the Tender.

3. 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.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## 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 and has accepted a Tender by the Tenderer for the supply of the Goods, works and services in the sum of \_\_\_\_\_ [Contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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:

The Tender Form and the Price Schedule submitted by the Tenderer;

The Schedule of Requirements

The Details of cover

The General Conditions of Contract

The Special Conditions of Contract; and

The Procuring Entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Tenderer) in the presence of \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, ..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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Date.....	Signature of Candidate.....																									

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the Tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the Tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of Procuring Entity*] (hereinafter called <the Procuring Entity> in the sum of [*state the amount*] 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 Procuring Entity on the Form; or
2. If the Tender, 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 Tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**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 insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of .....

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Signature and seal of the Guarantors**

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

*(Amend accordingly if provided by Insurance Company)*