



KENYA REINSURANCE CORPORATION LTD

TENDER DOCUMENT FOR

ICT SERVER INFRASTRUCTURE UPGRADE

TENDER No. KRC/2021/023

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SECTION I INVITATION TO TENDER

1.1 The Kenya Reinsurance Corporation Ltd. invites interested bidders to tender for:-

NO	TENDER NO	DESCRIPTION OF SERVICE	TENDER SUBMISSION FORMAT	BID BOND
1	KRC/2021/024	Supply, Installation, and configuration of data center infrastructure upgrade solution	Combined Technical & Financial Proposals	Kshs 950,000.00

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Re website www.kenyare.co.ke.

1.3 **Each page in the tender document should be continuously serialized and paginated.**

1.4 Tender documents in plain sealed envelopes clearly bearing the correct **tender number** should be deposited in the Tender Box located on the 16th floor of Reinsurance Plaza Aga Khan Walk NAIROBI or be sent to:-

Managing Director
Kenya Reinsurance Corporation, Ltd
Reinsurance Plaza, Nairobi
Aga Khan Walk
P.O. Box 30271 - 00100
NAIROBI

1.5 To be received by **16TH MARCH 2021 at 10.00 am**. Tenders will be opened the same day and time in the Corporation's Boardroom in the presence of bidders or their representatives who choose to attend.

1.6 Prices quoted should be expressed in Kenya shillings, inclusive of Government taxes and should remain valid for a period of 120 days from the closing date of the tenders.

1.7 Bidders who download the tender documents from the website must forward their particulars immediately via email to procurement@kenyare.co.ke. This is for records and any further tender clarifications and addendum where necessary. The particulars should include: Name of Firm, Postal Address, Telephone Number, Email Address, Tender Number, and Tender Name

- 1.8 The tender security/Bid bond shall be **Kshs. 950,000.00** (Nine hundred and fifty thousand) which should remain valid for a period of 150 days from the close of the tender. The tender Security should be in any of the following forms: Banker's cheques, a bank guarantee, an insurance company guarantee from Public Procurement Oversight Authority (PPRA) approved Insurance firms, Letter of credit, or Guarantee by a deposit taking microfinance institution/Sacco society/Youth Development Fund/Women Enterprise Fund. Find the template for the insurance tender security bond in the section titled "Standard Forms" in the tender document.

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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 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 Kenya Re 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 subcontractors) 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 The price to be charged for the tender document is ---**NIL**.

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) Manufacturer's Authorization Form
- (ix) 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 entity's address indicated in the Invitation to Tender. 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 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 take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **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 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 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 tenderer 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 60 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 shall be confirmed by a certificate of origin issued at the time of shipment.

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.

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **120 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: - be addressed to the Procuring entity at the address given in the Invitation to Tender and bear tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **16th March 2021 at 10.00.am**
- 2.18.2 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 Entity 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 cable, telex 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

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend and, in the location, specified in the Invitation to Tender.
- 2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 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.
- 2.20.4 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 words and figures the amount in words will prevail.

- 2.22.3 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.22.4 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.
- 2.22.5 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.
- 2.22.6 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 pursuant to paragraph 2.28, 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 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 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 in the amount 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 No contract price shall be varied upwards within twelve months from the date of the signing of the contract.

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

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.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance Guarantee will be required if necessary.</i>
3.12.1	<i>Payment will be made upon satisfactory supply and the items being accepted by the Kenya Reinsurance Corporation Ltd</i>

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 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

SPECIFICATIONS SUMMARY.

KENYA RE is looking forward to upgrading her current server infrastructure to enhance the ever-increasing demands for both performance and capacity of computing, storage, and network.

MAIN FEATURES DESCRIPTION:

1. Platform for innovation

Should enable Kenya Re to unleash the potential of data and drive transformation.

2. Unmatched versatility

Can be tailored to meet business needs, with support of various validated Designs across multiple workloads and deployment models.

3. Multicloud-ready converged infrastructure

Enable Transform the data center and support Kenya Re journey to the cloud with support for private, public, or multicloud strategies.

4. Trusted worldwide

Should support efficiencies with the predictable and assured performance of a proven platform trusted by thousands across the globe.

SOLUTION SPECIFICATIONS

SOLUTION SPECIFICATIONS

Product Code	Product Description	Qty	REMARKS
Servers for Windows workload			
1.	UCSC-C240-M5S	UCS C240 M5 8 SFF + 2 rear drives w/o CPU,mem,HD,PCIe,PS	4
2.	CON-3SNT-CC240M5S	3YR SNTC 8X5XNBD UCS C240 M5 8 SFF + 2 rear drives w/o CPU,m	4
3.	UCS-MR-X64G2RT-H	64GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	64
4.	UCSC-PCI-1-C240M5	Riser 1 incl 3 PCIe slots (x8, x16, x8); slot 3 req CPU2	4
5.	UCSC-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	4
6.	UCSC-PCIE-BD16GF	Emulex LPe31002 dual port 16G FC HBA	4
7.	UCS-SD-32G-S	32GB SD Card for UCS servers	4
8.	UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	8
9.	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	8
10.	UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	4
11.	CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	4
12.	UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	4
13.	UCSC-HS-C240M5	Heat sink for UCS C240 M5 rack servers 150W CPUs & below	8
14.	UCSC-PCIF-240M5	C240 M5 PCIe Riser Blanking Panel	4
15.	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	32
16.	CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	4
17.	UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	4
18.	UCS-CPU-I5218	Intel 5218 2.3GHz/125W 16C/22MB DCP DDR4 2666MHz	8
19.	UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	4
20.	UCS-SD240GM1X-EV	240GB 2.5-inch Enterprise Value 6G SATA SSD	8
Servers for Oracle workloads			
21.	7120204	Oracle Server X8-2: model family	3
22.	7120014	Oracle Server X8-2: 1 RU base chassis with motherboard, eight 2.5-inch drive slots disk cage, 2 PSUs, slide rail kit, and cable management arm	3
23.	7600158	1 Intel Xeon Gold 5222 4-core 3.8 GHz (for factory installation)	6
24.	7115197	Short heat sink (for factory installation)	6
25.	7116456	Processor clip (for factory installation)	6

26.	7119942	One 16 GB DDR4-2666 single rank registered DIMM (for factory installation)	36	
27.	7111107	One 1.2 TB 10000 rpm 2.5-inch SAS-3 HDD with marlin bracket (for factory installation)	6	
28.	6331A-N	2.5-inch HDD filler panel (for factory installation)	18	
29.	7117125	Oracle Storage 12 Gb SAS PCIe RAID HBA, internal: 16 port and 2 GB memory (for factory installation)	3	
30.	7117386	SAS cables for 1U (for factory installation)	3	
31.	7115459	Oracle Storage Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, Emulex (for factory installation)	3	
32.	7102748	PCIe filler panel (for factory installation)	6	
33.	7120050	Oracle 1/10 GbE Dual Rate SFP+ Short Range (SR) Transceiver (for factory installation)	6	
34.	SR-JUMP-2MC13	Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)	6	
35.	B58653	1st year Oracle Premier Support for Systems (Field Delivery Partner)	1	
36.	Cisco MDS SAN Switches			
37.	DS-C9132T-MEK9	MDS 9132T 32G 1 RU FC switch, w/ 8 active FC ports, 2 Fans	2	
38.	CON-SNT-9132MEK9	SNTC-8X5XNBD MDS 9132T 32G 1 RU FC switch, w/ 8 activ	2	
39.	DS-CAC-650W-E	650W AC PSU Port side Exhaust	2	
40.	DS-C32S-FAN-E	MDS 9132 FAN tray, port side Exhaust	4	
41.	DS-CAC-650W-E	650W AC PSU Port side Exhaust	2	
42.	DS-SFP-FC16G-SW	16 Gbps Fibre Channel SW SFP+, LC	32	
43.	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	4	
44.	DS-C32S-FAN-E	MDS 9132 FAN tray, port side Exhaust	4	
45.	DS-9132T-KIT-CSCO	MDS 9132T Accessory Kit for Cisco	2	
46.	M91S6K9-8.4.1	MDS 9132T NX-OS version 8.4(1)	2	
47.	DS-32S-BLANK	Filler card for Blank Expansion Module Slot	2	
48.	M9132T-PL8	MDS 9132T 32G FC switch 8-Port upgrade license	2	
49.	All Flash Unified Storage			
50.	AFF-A250A-001	AFF A250 HA System	2	
51.	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2	
52.	X1558A-R6-C	Power Cable, In-Cabinet,48-IN, C13-C14, -C	2	
53.	DOC-AFF-A250-C	Documents, AFF-A250, -C	1	
54.	X5532A-N-C	Rail,4-Post, Thin, Rnd/Sq-Hole,Sm,Adj,24-32,-C	1	
55.	X66250-5-N-C	Cable, LC-LC,OM4,5m,-C	4	

56.	X66240A-05-N-C	Cable,25GbE,SFP28-SFP28,Cu,0.5m,-C	2	
57.	X65404-N-C	SFP28,25GbE,SR,-C	8	
58.	X66250-2-N-C	Cable,LC-LC,OM4,2m,-C	8	
59.	X66240A-5-N-C	Cable,25GbE,SFP28-SFP28,Cu,5m,-C	8	
60.	X1154-N-C	MEZZANINE 4-Port 32G FC,-C	2	
61.	X1152-N-C	MEZZANINE 4-Port 25GbE,-C	2	
62.	AFF-A250-109-C	AFF A250,24X3.8TB, NVMe,NON-SED,-C	1	
63.	SW-2-A250A-TPM-C	SW,Trusted Platform Module Enabled,A250,-C	2	
64.	SW-2-A250A-NVE-C	SW,Data at Rest Encryption Enabled,A250,-C	2	
65.	SW-DATA-PRO-BDLNVME-A01-C	SW,Data Protectn Bdl,Per-0.1TB,NVMe,A01,-C	912	
66.	SW-CORE-BUNDLE-NVME-A01-C	SW,Core Bundle,Per-0.1TB,NVMe,A01,-C	912	
67.	SW-2-NVME-C	SW-2,NVMe/oF Protocol,-C	2	
68.	CS-G1-SE-ADVISOR	SupportEdge Advisor (36 Months)	1	
69.	CS-NBD-DELIVERY-INC	Next Business Day Parts Delivery,included (36 Months)	1	
70.	X6566B-5-R6	Cable,Cu,Twinax,10Gb,SFP+/SFP+,5m	8	
71.		SAN & LAN Connectivity		
72.	SFP-H10GB-CU5M=	Cisco 10GBASE-CU SFP+ Cable 5 Meter	8	
73.	SFP-10G-SR=	Cisco 10GBASE-SR SFP Module	6	
74.		LC-LC OM4 5m Cables	6	
75.		Cat6 Ethernet 5m Cables	13	
76.		LC-LC OM4 3m Cables	16	
77.		Cisco Catalyst 4500-X 8 Port Network Module		
78.	C4KX-NM-8SFP+-RF	Catalyst 4500X 8 Port 10G Network Module REMANUFACTURED	2	
79.		3 Year Support Renewal of existing VMware Licenses		
80.	VC-SRM8-25S-PSSS-C	Production Support Coverage VMware Site Recovery Manager 8 Standard (25 VM Pack) - Contract ID 44357024	1	
81.	VCS6-STD-P-SSS-C	Production Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) - Contract ID 43984532	1	
82.	VS6-ENT-P-SSS-C	Production Support Coverage VMware vSphere 6 Enterprise for 1 processor - Contract ID 43984532	8	
83.		Training - NetApp		
84.		Certified Classroom 5 day Training for 3 engineers for NetApp ONTAP Administration and Data Protection Workshop at a NetApp Accredited	3	

		Training Centre (must be done before solution deployment). Include all costs		
85.		Training - VMware		
86.		Certified 5 day Classroom Training for 3 engineers for VMware vSphere: Install, Configure, Manage [v7] at a VMware Accredited Training Centre	3	
		DB environment reconfiguration		
87.		Reconfiguration of current file-based DB environment to ASM	1	
88.		Professional Services and Support		
89.	Deployment services	Professional Services for Deployment, which includes moving VMs from VMware to oracle KVM and DB.	1	
90.	Local Support	Support after go-live for 3 yrs.	1	

NB: KENYA RE, already has VMware licenses with the following contract numbers and wish to have the support for the licenses to be renewed to be used with the new server infrastructure.

	Contract ID	Contents	Quantity	Duration
1	44357024	Production Support Coverage VMware Site Recovery Manager 8 Standard (25 VM Pack)	1	3 Years
2	43984532	Production Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	1	3 Years
3	43984532	Production Support Coverage VMware vSphere 6 Enterprise for 1 processor	8	3 Years
4	43984094	Production Support Coverage VMware vSphere 6 Enterprise for 1 processor		

THE SOLUTION MUST MEET 100 % OF THE SPECIFICATIONS AS STATED ABOVE AND HAVE ALL RELEVANT LICENSES ELSE IT WILL NOT BE CONSIDERED FOR EVALUATION (BIDDERS MUST SUBMIT BIDS AS EXACTLY TABULATED)

REQUIREMENTS

	Category	Mandatory Requirements MUST ATTACH PROVE	Compliant (Yes/ No/)	Detailed explanation
1	Minimum Partnership Level (provide partnership certificates)	NetApp premier or Gold partnership Oracle License and Hardware authorized partner Cisco Premier or higher level of partnership in Kenya VMware advanced or principal partnership in Server virtualization.		
2	Manufacturer Authorization Forms (MAF)	NetApp Cisco Oracle VMware		
3	Company Documentation	Bidders should provide their Certificate of Incorporation		
4	Tax compliance	Tax Compliance - Certificate from the Kenya Revenue Authority (KRA)		
5	ICTA compliance	Must attach a valid ICT Authority Certificate of Accreditation with the below. ICTA 2 – Data Centre.		
6	Site Visit Certificate	Bidders should attach a site visit certificate form in their proposal – that should have been signed during a mandatory site visit organized by Kenya Reinsurance Corporation.		
9	Project Management	Bidder Shall Provide: <ul style="list-style-type: none"> • Project Management Methodology • A detailed Project Plan • At least one Certified PMP Project Managers with at least 5 Years' Experience 		
10	Verifiable Reference Sites – Servers & Virtualization Provide contact details at each reference site (Full name, organization title, email address and contact number). Kenya Reinsurance Corporation will contact the organization to obtain further information on the solution/ implementation/ service and support.	A minimum of three reference site in Kenya where Cisco UCS Servers & VMware Virtualization solutions have been installed of similar size in the last five years Provide LPO/Letter of Awards/Contracts.		
11	Verifiable Reference Sites – Storage Provide contact details at each reference site (Full name, organization title, email address and contact number).	A minimum of three reference site in Kenya with at least 10 million where NetApp or similar Storage solutions have been installed of similar size in the last three years. Provide LPO/Letter of Awards/Contracts.		

	Kenya Reinsurance Corporation will contact the organization to obtain further information on the solution/ implementation/ service and support.			
12	Draft SLA Template	Include a draft SLA template that will include your support scope for all infrastructure mentioned.		
13	Knowledge Transfer	Knowledge transfer training must be done to 3 system administrators on the installation and implementation of all the quoted and delivered products.		
14	Letter of Undertaking	Bidder to provide undertaking letter in company's letter head duly signed and stamped by an authorized person that the products and software supplied shall be genuine and defect free and should not have physical damage and is not refurbished. In case of substandard products or dissatisfaction on the part of Kenya Reinsurance Corporation, the bidder shall bear costs of replacing the products.		
15	Manufacturer Brochures	Provide brochures/ datasheets for all proposed items		
16	Solution configuration	Provide a topology/diagram for the solution clearly showing and explaining how the solution will be interconnected, managed, and linked to access network		
17	Oracle DB environment reconfiguration	Clearly explain how the environment will be reconfigured to resolve a technical hitch currently experienced. The DB environment snag will be explained during site survey.		

Any bidder who does not submit any of the above in mandatory requirement, will automatically be disqualified. All documents will be verified.

TECHNICAL EVALUATION CRITERIA

Note: Kenya Re uses Actifio for its backup and disaster recovery (DR) management. In the technical evaluation, the Corporation is seeking firms that have experience in the integration of a Backup solution.

Category	Description	Maximum Marks
Minimum Partnership Level (provide partnership certificates)	NetApp Partnership: <ul style="list-style-type: none"> • Gold –4marks • Premier – 3 marks • Registered and any other mid-level – 2 marks 	4
	Oracle Partnership: <ul style="list-style-type: none"> • Field delivery -4 • License and hardware – 2 	4
	Cisco partnership: <ul style="list-style-type: none"> • Premier or higher – 4 Marks • Registered or other mid-levels 2 	4
	VMware Partnership: <ul style="list-style-type: none"> • Principal or Advanced - 3 • Registered or any other mid-level – 1 	3
	ICTA Certification: <ul style="list-style-type: none"> • ICTA 2 Data Centre -1 • ICTA 2 Systems and application -1 	2
Verifiable Reference Sites	A minimum of three reference site in Kenya where Cisco UCS Servers, NetApp and VMware Virtualization solutions have been installed in a financial institution with a value of Kshs. 10 million or above. 4 marks per site	12
	A minimum of three sites in Kenya with integration of a Backup solution (Actifio) which offers rapid incremental forever backup and a scalable instant recovery solution for database, NAS and file workloads in VMs, physical machines and in the cloud. 4 mark per site.	12
	A minimum of three reference sites in Kenya where Oracle solutions have been installed successfully. Provide LPO/Letter of Awards/Contracts. 4 Marks per reference site	12
Required Technical Certifications Provide Engineer Certificates	NetApp Certified Data Administrator – Clustered ONTAP –1 Engineer. Maximum 2 Marks	24
	Cisco Certified Internetwork Professional Data Centre (CCIP) – at least 1 Engineer Maximum 2 Marks	
	Cisco Certified Internetwork Expert Routing and Switching or Service Provider (CCIE) – 1 Engineer Maximum 2 Marks	
	Cisco Certified Network Professional CCNP – 2 Engineers 1 Marks per Engineer Certificate Maximum 2 Marks	
	Oracle Linux 6 Solution Engineer Specialist – 2 engineers 2 Marks per Engineer Certificate Maximum 4 Marks	
	Two engineers with experience in Actifio backup solution for at least 3 years. 4 Marks.	
	Oracle database Certified Professional OCP – 2 engineers 2 Marks per Engineer Certificate Maximum 4 Marks	
	VMware Certified Professional – Data Centre/Network Virtualization – 2 Engineers	

	2 Marks per Engineer Certificate Maximum 4 Marks	
Project Management Expertise	A detailed Project Plan - 1 Mark An ICT degree from a recognized institution. 1 Mark A minimum of 5 years in ICT project implementation – 1 Mark 3 marks	3

Any bidder who does not score at least 80% of technical evaluation (i.e., 64 Marks) will not be considered for financial evaluation. All documents will be verified.

Weights of the Technical and Financial Evaluations

- Technical evaluation = 80%
- Financial bid = 20%

Computation for Financial Score will be as follows:

$$S_f = 20 \times F_m / F$$

Where: S_f is the financial score; F_m is the lowest priced financial proposal, F is the price of the proposal under consideration.

SECTION VI - PRICE SCHEDULE FOR GOODS

Name of tendererTender Number

Item	Description	Quantity of <u>varies items</u>	Unit price (Inclusive of VAT)	Total Price per item (<u>Inclusive of VAT</u>)	Delivery Period in weeks
1	Supply, installation, and configuration of data center infrastructure upgrade solution				

NOTE:

- (i) Quote strictly as per specifications attached to the Tender otherwise your tender will be declared non-responsive.
- (ii) In case of discrepancy between unit price and total price, the unit price shall prevail.

TENDER'S NAME _____

Signature of tenderer _____

COMPANY'S RUBBER STAMP _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VII - 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. 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.

8.1 FORM OF TENDER

To:
The Managing Director
Kenya Reinsurance Corporation,
P.O. Box 30271-00100,
NAIROBI

We offer to execute the **Supply, installation and configuration of data center infrastructure upgrade solution** in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of *Kshs [amount in numbers]* _____ *[amount in words]* _____ and completion period of _____ *[weeks]*

We are not participating, as Tenders, in more than one Tender in this Tendering process other than alternative Tenders in accordance with the Tendering documents.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Kenya Government under Kenya’s laws or any other official regulations.

This Tender and your written acceptance of it shall constitute a binding Contract between us.

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

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tendering documents and specified in the Tender Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1; either part 2(a), 2(b) or 2(c) whichever applies to your type of business and part 3.

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

No	Part 1 – General
1.1	Business Name
1.2	Location of Business Premises
1.3	Plot No.Street/Road..... Postal Address Telephone Numbers..... Fax Number E-mail Address
1.4	Nature of Business
1.5	Registration Certificate No.
1.6	Maximum value of Business which you can handle at any one time. Kshs Name of your Bankers.....Branch.....
1.7	Confirm credit period extended your to clients
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full Age..... Nationality Country of Origin..... Citizen Details.....

	Part 2 (b) – Partnership
2b.1	<p>Given details of partnership as follows:- <u>2b.2</u> Name..... Nationality.....Citizenship Details..... Share..... 1..... 2..... 3..... 4.....</p>
	Part 2 (C) – Registered Company
2c.1	<p>Private or Public </p> <p>State the Nominal and issued Capital or Company</p>
2c.2	<p>Nominal Kshs</p> <p>Issued Kshs</p> <p>Given details of all Directors as follows:-</p>
2c.3	<p>Name..... Nationality.....Citizenship Details....., Share..... 1..... 2..... 3..... 4..... 5.....</p>
	Part 3 – Eligibility Status

1.1 Does an Employee, Committee Member, Board Member of Kenya Re sit in The Board of Directors or Management of your Organization, subsidiaries or Joint Venture?

Yes.....No.....

3.2 If Answer in '3.1' above is **Yes** give details

.....
.....
.....
.....

3.3 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Reinsurance Corporation Ltd to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation?

Yes.....No.....

3.4 If answer in '3.3' above is **Yes** give details

.....
.....
.....
.....

3.5 Are you under a declaration of ineligibility for corrupt and fraudulent Practices? Yes No.....

3.6 If answer in '3.5' above is **Yes** give details

.....
.....
.....
.....

3.7 Have you offered or given anything of value to influence the analysis process?

YesNo.....

3.8 If answer in '3.7' above is **Yes** give details

.....
.....
.....

.....

I/We Declare that the information given on this form is correct to the best of
My/our knowledge.

Date.....Signature of Candidate.....

If a Kenyan citizen, indicate under "citizenship Details," whether by Birth,
Naturalization of registration.

8.3 TENDER SECURITY FORM

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)

8.6 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

8.7 FORM RB 1

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.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

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

SECOND SCHEDULE

Tender Securing Declaration Form

(r.22)

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date(as day, month and year) of Bid Submission]*

Tender No.....

To: Kenya Reinsurance Corporation

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been

legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*



KENYA REINSURANCE CORPORATION LIMITED

ANTI – CORRUPTION POLICY

Kenya Re has committed itself to “Zero” tolerance on corruption and working with the government and other agencies in tackling the vice. Part of our corporate values is “integrity”; Kenya Re does not engage in corruption or any form of unethical inducement or payment including facilitation payments and “kickbacks”.

In order to achieve this, Kenya Re is committed to ensure that:

- No form of bribery or corruption is tolerated.
- Strong internal controls to avert any form of corruption are put in place at all times.
- All employees avoid any activities that might lead to or suggest a conflict of interest with the business of the Corporation.
- Employees declare gifts accepted or offered which will be subjected to managerial review.
- A strong corporate governance framework which encompasses accountability, transparency, participation, equality, rule of law, capacity and competence and responsiveness to people’s needs is consistently embraced.
- Immoral behaviour, favouritism, discrimination and nepotism are not tolerated.
- All corruption cases reported by any employee are handled expeditiously and fairly.
- The protection of the identity of persons making corruption disclosures and also take all possible actions to protect individuals subject to unfair or malicious allegations.
- For disciplinary cases, the process as detailed in the HR Policy will be followed.
- Staff are continuously sensitized and trained on matters of ethics and integrity once every year.

This policy document shall be reviewed from time to time at such intervals as management may determine.

Jadhah Mwarania, OGW
Managing Director

Date 24/08/2020



KENYA REINSURANCE CORPORATION LTD

INFORMATION SECURITY POLICY

It is the policy of the Kenya Reinsurance Corporation (Kenya Re) that information confidentiality, integrity, and availability requirements, needs and expectations of interested parties are identified and that information is protected through a systematic process of risk assessment and risk treatment to satisfy, as appropriate, interested parties and needs of the Corporation in consideration of its mission to provide risk management solutions that secure the future and create value for stakeholders.

To ensure the integration and effective management of information security practices within Kenya Re, an Information Security Management System (ISMS) has been established, implemented, maintained, and shall be continually improved in accordance with the requirements of ISO/IEC 27001. The management system shall be independently audited for conformity at least once annually and results reported to the Managing Director.

As part of this framework, measureable information security objectives shall be established and monitored in the Corporation at all departmental levels. The overall performance of the ISMS shall be reviewed by the Management at planned intervals, and at least once annually or in the event of significant changes to ensure the continuing suitability, adequacy, and effectiveness of the ISMS.

The Corporation is committed to:-

- Establishing, implementing, maintaining, and continually improving the ISMS in accordance with the requirements of ISO/IEC 27001,
- Establishing and reviewing Information Security objectives at all Functions,

- Managing of information security risks through risk assessment and treatment,
- Reviewing the ISMS at planned intervals and in the event of significant changes to ensure its continuing suitability, adequacy, and effectiveness, and
- Providing assurance to interested parties of the Corporation's information security capability and commitment in meeting their requirements and expectations through third party audits.

This policy shall be communicated and understood internally by all employees, and externally by all other stakeholders as well (through our website www.kenyare.co.ke).



JADIAH MWARANIA, OGW
MANAGING DIRECTOR

DATE: 24/08/2020



KENYA REINSURANCE CORPORATION LTD

QUALITY POLICY

As a leading Reinsurer in our chosen markets, we commit to:

- Provide risk management solutions that secure the future and create value for stakeholders
- Comply with International Standards as well as Quality Management System (QMS) requirements as outlined in ISO 9001
- Comply with all applicable regulatory and statutory requirements, and any other requirements that may not be statutory/regulatory.

We undertake to realize the above by keeping tabs on our Corporate Performance Objectives:

- Financial performance:** Achieve sustainably robust financial performance to grow stakeholder value
- Business process:** Maintain systems and processes that address business needs and stakeholder interests
- Business development:** Grow and diversify quality portfolios for business sustainability
- Risk management:** Maintain robust risk management initiatives in order to achieve corporate objectives
- People and culture:** Develop human resource capabilities and culture to match the Corporation's performance requirements

Consistent with this policy, specific quality objectives are established at relevant functions and levels within the Corporation. By mutual encouragement, commitment and cooperation through teamwork, all Kenya Re employees will perform their tasks diligently towards the achievement of our quality objectives, and continual improvement of the quality management system.

This policy shall be communicated and understood internally by all employees, and externally by all other stakeholders as well (through our website www.kenyare.co.ke). It shall be reviewed for continuing suitability taking into account changing Quality Management Systems and other practices.

JADIAH MWARANIA, OGW

MANAGING DIRECTOR

DATE: _____

24/08/2020