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TENDER FOR SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF CBK ENTERPRISE X86 SERVER VIRTUALIZATION SOLUTION

TENDER NO. CBK/73/2016-2017

CLOSING DATE: WEDNESDAY 19TH APRIL 2017 AT 10:30 A.M

GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

- Section I Invitation to Tender. This section gives guidelines on how and where to seek
 further clarification pertaining to the tender document; the form and amount of Tender
 Security required; where and when the tenders should be submitted; and place where
 tenders will be opened.
- 2. Section II Instruction to Tenderers. This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. "Appendix to Instruction to Tenderers" customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
- 3. **Evaluation Criteria**: This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender;	These Sections remain as they are in
	Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and	the tender document.
	section III – General Conditions of the Contract, including Special Conditions of Contract	document.
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) OR by the relevant body of the domiciled country or the relevant tax payment compliance documentation issued by the country of operation valid at least up to the tender closing date.	
4	Provide documentary evidence that the company is a certified Warranty service provider for its proposed solution - MUST provide a letter/certificate from the Manufacturer.	
5	Financial proposal containing priced schedules	Prices quoted to be inclusive of taxes
6	Duly filled and signed Form of Tender in the format provided in the tender document	
7	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
8	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts.	
9	Duly filled and signed declaration form in the form provided	
10	Bid document to be serialized/paginated on all pages	
11	Bidders should use the Bank's tender document or ensure to align their documentation to it.	

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SECTION I INVITATION TO TENDER

- 1. The Central Bank of Kenya invites sealed tenders from eligible firms for **SUPPLY**, **DELIVERY**, **TESTING AND COMMISSIONING OF CBK ENTERPRISE X 86 SERVER VIRTUALIZATION SOLUTION**
- 2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: The Ag. Director, Procurement and Logistics Services, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke
- 3. A complete set of tender documents containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, Procurement and Logistics Services Department on 5th Floor upon payment of Non-refundable fee of KShs.1,000 in cash or Bankers Cheque payable to Central Bank of Kenya OR be downloaded from IFMIS website: www.supplier.treasury.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke for free. Bidders who download the tender document are advised to sign a tender register at Procurement Division on 5th Floor CBK Building or email their contact address using the email: supplies@centralbank.go.ke before the tender closing date.
- 4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00**, valid for **150 days**. Failure to attach the Tender Security will lead to automatic rejection of the proposal.
- 5. Completed Tender Documents in plain sealed envelopes marked with the tender number and title should be deposited in the Green Tender Box No. 3 located at the main entrance to the CBK Building on Haile Selassie Avenue, Nairobi before 19th April, 2017 at 10:30am. Late bids will not be accepted and will be returned unopened.
- 6. Tenders will be opened immediately thereafter, i.e on 19th April, 2017 at 10:30am in the presence of the tenderers representatives who may choose to attend the opening at the Central Bank of Kenya Head Office, DPLS Conference Room on 5th Floor.

Ag. DIRECTOR,
DEPARTMENT OF PROCUREMENT & LOGISTICS SERVICES

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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, board members and their relative (spouse 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 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 services under this Invitation for tenders.
- **2.1.4.** Tenderers involved in 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 tender document shall not exceed Kshs.5,000/=
- **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 documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii)Price schedules
 - viii) Contract form

- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration 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 tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- inquiries 2.4.1. A prospective candidate making of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no 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 explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers 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

2.5 Amendment of documents

- 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 tender

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

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d)Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- **2.11.1** Pursuant to Clause 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.
- 2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 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
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non -responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

- 2.12.6 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.
- 2.12.7 The tender security may be forfeited:
 - (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the

Tender Form; or

- (b) In the case of a successful tenderer, *if* the tenderer fails:
- (i) to sign the contract in accordance with paragraph 30

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- (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.
- 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer 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.
- 2.14.2 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 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.

 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 (day, date and time of closing),"
- 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

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, 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.
- 2.16.3 Bulky tenders which will not fit in 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 tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, but followed by a signed

- confirmation copy, postmarked not 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 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 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 **Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...(time, day, and date of closing) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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.

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 securities 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 may be 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 nonconformity 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 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.
- 2.20.5 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

- 2.22.3 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 2.22.4 and in the technical specifications:
 - (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
 - (a) Operational Plan.

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.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following:-
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - (d) Shall not be debarred from participating in public procurement.

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 Award of Contract

a) Post qualification

- 2.24.1 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.
- 2.24.2 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and
- 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.

b) Award Criteria

- 2.24.3 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.
- 2.24.4 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 tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 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 Notification of award

- 2.25.1 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.
- 2.25.2 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 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.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 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.
- 2.27.2 Failure of 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INICEDITORIO	
INSTRUCTIONS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
TO TENDERERS	
REFERENCE	
2.1.1	The tender is open to manufacturers or authorised dealers in supply
	and installation of various makes of servers.
2.3.2	The Tender Document containing detailed information are to be obtained
	OR Down loaded from the Central Bank of Kenya website:
	www.centralbank.go.ke or the IFMIS Tender Portal
	www.supplier.treasury.go.ke for free. Bidders can collect hard copy
	tender documents from Central Bank of Kenya, Head Office, along
	Haile Selassie Avenue, Procurement and Logistics Services
	Department on 5th Floor upon payment of Non-refundable fee of
	KShs.1,000.00 in cash or Bankers Cheque payable to Central Bank
2.2.2	The price to be charged for the tender document shall Kshs. 1,000.00
	and free for bidders that download the tender document from the
	website
2.10.1	All Prices to be quoted in Kenya Shillings.
2.10.1	An Trices to be quoted in Kenya Simmigs.
2.12	Tenderers shall furnish, as part of its tender, a tender security
2.12	amounting to KShs. 50,000.00 in the form provided in this tender
	document, valid for 150 days from the date of tender opening.
2.13.1	Tender shall remain valid for 120 days after the date of tender
2.13.1	opening prescribed in the tender notice.
	opening prescribed in the tender notice.
2.14.1 & 2.15.1	Only one "ORIGINAL" tender document will be submitted.
2.14.1 & 2.15.1	However submission of more than one copy <u>will not</u> lead to
	disqualification.
2 17 1/b)	The sealed envelopes shall bear the tender number and name in the
2.17.1(b)	
	Invitation to Tender and the words "DO NOT OPEN BEFORE
2101	19th April, 2017 at 10:30 A.M
2.18.1	Tenders to be received not later than 19th April, 2017 at 10:30 A.M
2.20.2	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. Price increase
	or variation is not allowable until after 12 months.
2.27.1	No Performance security will be required for this tender

Clause 2.20 – 2.22 EVALUATION CRITERIA

he received tenders will be evaluated in four stages as detailed below:

- 1. Stage 1: Compliance with Mandatory Requirements;
- 2. Stage 2: Technical Evaluation (Capacity to Deliver the Service)
- 3. Stage 3: The Financial Evaluation
- 4. Stage 4: Recommendation of award

Stage 1: Compliance with Mandatory Requirements (MR)

The following mandatory requirements must be met not withstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide copy of the company's certificate of incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the tender closing date.	
MR 3	Provide copies of audited accounts for the company for the last three accounting years falling within 2013 and 2016.	
MR 4	Submit with tender a Tender Security of Kshs.50,000 in the format provided in this tender document valid for 150 days	
MR 5	Provide a Letter of authorisation as a warranty service provider for the Hardware and Software should be signed by the manufacturer	
MR 6	Make Mandatory site visits to confirm and verify existing sites details before completion and submission of tender. Bidders are required to sign site visits register.	
MR 7	Submit a completed Company's profile using the Confidential Business Questionnaire Form as provided in the tender document on page 45.	

Bidders will be required to meet all the mandatory requirements to qualify to proceed to the next stage of evaluation (Technical Evaluation –Capacity to deliver the Service).

Stage 2: Technical Evaluation (Capacity to Deliver the Service)

Only bidders meeting all the Mandatory Requirements above will be subjected to technical evaluation on capacity to deliver the service using the technical parameters detailed below. Bidders will be required to score 75% and above to qualify for financial evaluation.

Technical Evaluation (Capacity to Deliver the Service)

	Evaluation Attribute	Weighting Score	Max Score %
T1	Compliance with the technical requirements as per Section VI (6.2) of the Tender Document	 Full Compliance with all the technical requirements as outlined in Section VI of the tender documents-30 Marks Partial or Non-Compliance with any of the technical requirements- 0 Marks 	30
T2	Number of years in the business of supply, installation and maintenance of the proposed solution, associated hardware and software	5 Years and above: 15% • Less than 5 prorated at: Number of years x 15 5	15
ТЗ	Provide a list of all prime clients with contact persons and references to which the company has installed and maintained the proposed solution. This must include all the components in the proposes solution	 5 or more clients: 20% Less than 5 prorated at: Number of clients x 20 5 	20
T4	certified Engineers with relevant qualifications (attach CVs and copies of certifications which must be specific to the following; a) Proposed Virtualization Hardware Platform b) Proposed OS Platform c) Proposed associated hardware & software The Engineers must have a minimum of three years' experience in installation and maintenance of the above systems.	 5 or more qualified Technical Staff: 25% Less than 5 prorated at: Number of clients x 25 5 	25

T5	Financial Stability (Liquidity).	More than 20%= 5 marks	5
	- No. (1.1.11)	10- 19.99% =3 Marks	
	a) Profitability margin	1- 9.99% =1 Mark	
		Below 1% = 0 marks	
	b) Current Ratio	More than 2:1 – 5 marks	5
		1:1 -3 marks	
		Below 1:1 - 0 Marks	
	Total		100

Note:

Stage 3: Financial Evaluation

Tenderers should note that only tenders that **score 75% and above** on the Technical Evaluation (Capacity to Deliver the Service) will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified at this stage.

LOWEST EVALUATED TENDER (LET)

The Lowest Evaluated Tender (LET) that will be recommended for award of the contract will be the tender found to be the most competitive tender that meets the Technical requirements.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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 <u>Contract</u> 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 **Application**

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

3.3 Standards

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

3.5 **Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

3.6 **Performance Security**

Within twenty eight (28) 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 Special Conditions of Contract.

- 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.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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.

3.11 Termination for Default

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the 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 produce 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 entity 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 services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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 Force Majeure

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.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions	Special conditions of contract
of contract	Special conditions of contract
reference	
reference	
2.6	No Doufourness of Douglassill be as arrived for this ton don
3.6	No Performance Bond will be required for this tender.
2.0	Payment to the suggessful hidder shall be made monthly or quarterly for
3.8	Payment to the successful bidder shall be made monthly or quarterly for work done on the basis of an invoice and job card for the completed
	service. Job cards shall contain details of work done while invoices shall
	be for the value of work done in accordance with the contract signed
	with the successful bidder. Job cards shall be signed by the Bank's
	representative immediately after each service before being forwarded
	for payment processing. Payment shall be made to the service provider
	within one month following the receipt of the invoice and signed job
	cards by the Bank.
3.9	The contract is a fixed price contract and no variations will be
	payable on grounds of exchange rate fluctuations as the
	mandatory currency of the Tender is the Kenya Shilling.
3.11	Termination of the contract shall be done by either party giving
	the other a one month notice or due to a force majeure.
3.14	If after thirty (30) days from the commencement of informal
	negotiations both parties have been unable to resolve amicably a
	contract dispute either party may referred the matter to an
	arbitrator or to a court of law.
3.17	The contract shall be interpreted in accordance with the laws of
	Kenya
3.18	Procuring entity address - Central Bank of Kenya, P. O. Box
	60000 - 00200, Nairobi
	Tenderers Address

4.3 Other Special Conditions

- 4.3.1 The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site.
- 4.3.2. Security of the Bank property within the contract works will be the responsibility of the Contractor.
- 4.3.3 Working hours shall be Monday to Friday from 8.00am to 5.00pm except Public Holidays. Working outside these hours will be allowed only with the express authority of the Bank.
- 4.3.4 The sites for the works are inside quiet office Buildings. The successful bidder will at all times required to make sure that the client's operations and the users of the premises are **NOT** subjected to undue inconvenience throughout the entire contract period.

4.3.5 Commencement Date

The commencement date for the contract with the successful bidder shall be the date to be agreed upon during execution of the contract.

4.3.6 Contract Period

The Contract with the successful bidder shall be for a period of **three year**s with a midterm review after the first year.

4.3.7 Penalty for non-performance

In the event of non-performance of the service provider, the Bank will give the service provider a one month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one month notice then the Bank will terminate the contract and call up the Performance Bond provided by the service provider.

- 4.3.7. The Bank will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.
- 4.3.8. Any addition or omission to the number of existing Servers/accessory in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing number of Server System units in the contract.

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICING

The bank requires a hardware virtualization platform that has operational efficiencies of reducing physical Intel servers, power and cooling consumption rates, increasing availability and cutting down on operational and administrative costs. The features that the Bank needs for the proposed solution include are as shown in Section VI (Technical Requirements on page 30)

PRICING SCHEDULE

EQUI		QTY	UNIT PRICE	TOTAL COST
A	SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF CBK ENTERPRISE X86 SERVER VIRTUALIZATION SOLUTION	Various		

De	livery days Monday to Friday
Sig	gnature of tenderer
NB	: :
Un	dertaking:
We	e M/s
	ereby submit our tender for the above specified services amounting to hs in words: Kenya Shillings
 1.	Our tender will remain valid for120days from the date o Tender opening.
2.	Our terms of payment shall be:

SECTION VI: TECHNICAL REQUIREMENTS

6.1. GENERAL REQUIREMENTS

6.1.2 Requirements

The bank requires a hardware virtualization platform that has operational efficiencies of reducing physical Intel servers, power and cooling consumption rates, increasing availability and cutting down on operational and administrative costs. The features that the Bank needs for the proposed solution include;

- 1. High performance
- 2. High availability and stability
- 3. Back-up and Disaster Recovery Support
- 4. Easy of Management
- 5. High level of Data security
- 6. Redundant components for the hardware components that enable online maintenance.
- 7. Easily to service or maintain

Composition of the Virtualization Solution

- 1. Integrated Hardware platform
- 2. Virtualization Software

6.1.3 Schedule of Implementation services

Virtualization Solution Implementation

The successful vendor will be expected to utilize the information presented in this tender and submit a proposal that meets all requirements specified and will fulfil future expectations as articulated in this tender or that are perceived by the tenderer.

This includes all hardware and software required for implementing the Solution proposed. Actual implementation will involve installation, configuration, integration, commissioning, and training.

Full documentation of the project is to be included in the deliverables by the successful vendor. Documentation is to include a fully annotated diagram and associated detail of equipment utilized in compliance to the scope of this tender.

Service and Maintenance

The Vendor must have staff that is knowledgeable and capable of servicing and maintaining all of the equipment proposed. The costs for installation, service, support and maintenance must include support from the successful vendor and from the equipment manufacturer. Support for all of the hardware and software proposed must be for a period of three (3) years from the date of installation and commissioning.

Solution Training

The successful vendor must provide training for 4 (four) appropriate CBK personnel through hands-on methods on all hardware and software specified in the proposal to implement the Virtualization Solution.

The training should be in the manufacturer's labs and must include a certification path.

CBK personnel expect proficiency with the Proposed Solution such that external support assistance is used only for difficult problem resolutions or complex tasks.

Hardware Delivery

The successful vendor must deliver the hardware to all 3 CBK Data Centres herein referred to as sites at their cost.

6.1.4 General Scope of Work

The successful vendor will be expected to provide all of the needed equipment, undertake installation, Implementation, configuration and commissioning, carry out support and maintenance and also undertake training for operational and system administrators in order to implement the Proposed Solution presented in this tender.

- 6.1.5 Bidders are required to make a site inspection at their own cost to verify the scope of the specified works before tendering. Arrangement for accessing the sites during tendering will be made with the **Ag. Director, Procurement & Logistics Services.** No claims for lack of information will be entertained after opening of the tenders.
- 6.1.6 All prices entered in the schedule of requirements/prices shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender.
- 6.1.7 Bidders shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honoured.

- 6.1.8 Any addition or omission to the number of Servers in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing quantity of Servers in the contract.
- 6.1.9 Bidders will be required to:
 - a) Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)
 - b) Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid as at the closing date of the tender
 - c) Provide copies of audited accounts for the last two years falling within 2012 and 2016
 - d) Provide Manufacturer's letter of Authorization confirming that the company is authorised to deal in or maintain Servers listed in section V above
- 6.1.10 In addition to requirements above bidders should provide documentary evidence as proof to the following:
 - a) Experience in the business of Virtualization Solutions installation
 - b). Provide a list of companies in which similar Installations has been done
 - c). Qualified personnel particularly technicians/ Engineers with certifications in the proposes solutions as (**Provide evidence in form of CVs or copies of relevant certificates**).

6.2 General Technical Requirements

GENERAL FEATURES OF PROPOSED SOLUTION

GENERAL SPECIFICATIONS FOR HYPERVISOR

SPECIFICATION		COMPLIED Y/N	
1	Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security		
2	Virtualization software shall be in Leaders Quadrant of 2014 Gartner Magic Quadrant for x86 Server Virtualization Infrastructure for continuous last 4 years		
3	Virtualization software shall have the capability to create Virtual machines with upto 128 virtual processors and 4 TB virtual RAM in virtual machines for all the guest operating system supported by the hypervisor		
4	Virtualization software should support live Virtual Machine migration from one physical host to another and between virtual switches with enhanced CPU compatibility and without the need for shared storage		
5	Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It sould support this migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS)		
6	Virtualization software shall have High Availability capabilities for the virtual machines in the sense, if in case one server fails all the Virtual machines running on that server shall be automatically restarted to another physical server running same virtualization software. The feature should be independent of Guest Operating System Clustering and should work with FC/ iSCSI SAN and NAS shared storage		
7	The virtualization solution should provide a storage efficient backup solution which utilizes patented variable-length deduplication, rapid recovery and WAN-optimized replication for DR. It should integrate with virtualization solution and provide a simple user interface making it an easy and effective backup tool. It should also provide agentless, image-level VM backups to disk and application-aware protection for business-critical applications (e.g., Exchange, SQL Server, etc.) along with WAN-efficient, encrypted backup replication across sites.		
8	Virtualization software should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions. This option should be supported for up to 2 virtual cpu per virtual machine		
9	The solution should provide option for securing virtual machines with offloaded antivirus and antimalware solutions without the need for agents inside the virtual machine with integration with 3rd party Anti-Virus/Anti-Malware solutions		
10	The solution should provide efficient, array agnostic replication of virtual machine data over the LAN/WAN and should simplify management by enabling replication at virtual machine level		

11	The solution should support for increasing capacity by adding CPU, Memory or any other devices to virtual machines on an as needed basis without any disruption in working or downtime for the virtual machines	
12	The solution should enable abstraction for external storage (SAN and NAS) devices by means of making them virtual machine aware	
13	The solution should allow common management across storage tiers and dynamic storage class of service automation via a policy-driven control plane	
14	The solution should provide a content library to provide simple and effective centralized management for VM templates, virtual appliances, ISO images, and scripts	
15	The solution should provide special integration with Storage API's providing integration with supported third-party data protection, multipathing and disk array solutions.	
16	The solution should provide support or placing critical virtualization components (such as the hypervisor) into memory regions identified as "reliable" on supported hardware. This would further protect components from an uncorrectable memory error	
17	The solution should have Special Big Data Extensions which should support multiple Hadoop distributions and make it seamless for IT to deploy, run and manage Hadoop workloads on one common platform leading to achieve higher utilization, reliability and agility	
18	Virtualization software shall be able to dynamically allocate and balance computing capacity across collections of hardware resources aggregated into one unified resource pool with optional control over movement of virtual machines like restricting VMs to run on selected physical hosts.	
19	The solution should be able to automate energy efficiency in Distributed Resource Scheduler clusters by continuously optimizing server power consumption within each cluster	
20	Virtualization Software Should support live Virtual Machine migrations across Physical Hosts, between virtual switches, between two different virtualization managers or between servers physically separated over a long distance leading upto 100ms of network latency	
21	Virtualization software should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions. This option should be supported for upto 4 virtual cpu per virtual machine	
22	The solution should be able to create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.	
23	Virtualization software should provide network traffic-management controls to allow flexible partitioning of physical NIC bandwidth between different network-traffic types and allow user-defined network resource pools, enabling multi-tenancy deployment, and to bridge virtual and physical infrastructure QoS with per resource pool 802.1 tagging.	
24	The solution should be able to set quality-of-service priorities for storage for guaranteed access to resources	

25	The solution should allow one PCI express (PCIe) adapter to be presented as multiple separate logical devices to the virtual machines which in turn should enable users with the ability to offload I/O processing and reduce network latency	
26	The solution should be able to virtualize server-side flash providing a high performance read cache layer that dramatically lowers application latency	
27	The solution should have support to deliver the full benefits of NVIDIA hardware-accelerated graphics to virtualized solutions	
28	The solution should provide a virtual switch which can span across a virtual datacenter and multiple hosts should be able to connect to it. This in turn will simplify and enhance virtual-machine networking in virtualized environments and enables those environments to use third-party distributed virtual switches	
29	The solution should provide feature which can perform quick, as-needed deployment of additional virtualized hosts. When the service is running, it can push out update images, eliminating patching and the need to schedule patch windows	
30	Virtualization management software console shall provide reports for performance and utilization of Virtual Machines. It shall co-exist and integrate with leading systems management vendors	
31	Virtualization management software console shall provide capability to monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs.	
32	Virtualization management software console should allow cloning of both powered on and powered off virtual machines.	
33	Virtualization management software console shall provide Interactive topology maps to visualize the relationships between physical servers, virtual machines, networks and storage.	
34	Virtualization management software console shall maintain a record of significant configuration changes and the administrator who initiated them.	
35	Virtualization management software should provide a global search function to access the entire inventory of multiple instances of virtualization management server, including virtual machines, hosts, datastores and networks, anywhere from within Virtualization management server.	
36	Virtualization management software should support user role and permission assignment (RBAC)	
37	Virtualization management software should allow you to deploy and export virtual machines, virtual appliances in Open Virtual Machine Format (OVF).	
38	The management solution for hypervisor should provide Single-Sign-On capability which should dramatically simplify administration by allowing users to log in once to access all instances or layers of management without the need for further authentication.	
39	The management should provide Orchestration facility which would simplify installation and configuration of the powerful workflow engine in Management. The workflows should be launched directly from the Web Client itself	
40	Intelligent operations management adapts to your specific environment, giving you better insights in time to take proactive action.	
41	Safely automate infrastructure management with guided remediation and customizable actions, while always staying in control	
42	Balancing plan recommends optimal placement of workloads and balances the workloads across clusters	

43	The solution provider MUST have a back to back support agreement from	
	Original OEM with:	
	Global, 24x7 support for Severity 1 issues,	
	Fast response times for critical issues,	
	Unlimited number of support requests.	
	Remote support.	
	Product updates and upgrades	

GENERAL SPECIFICATIONS FOR THE SOLUTION HARDWARE

Feature	Benefits	COMPLIED (Y/N)
Chassis midplane wired to 100Gb	• Investment protection as customers move off of 1& 10Gb to higher throughput, they won't have to replace the chassis and blades in a few years, saving money	
Up to 400GBe of bandwidth available for networking Pay-as-you-grow Scalability	 Plenty of bandwidth to start, with easy upgrades when needed Eliminates rip & replace upgrades by utilizing a software key to unlock additional capacity. Saves time and reduces datacenter disruptions. 	
Integrated networking switches	 Eliminates the cost and management of Top of Rack (TOR) switches Allows nodes to communicate directly with each other rather than thru the TOR, improving performance and throughput Eliminates up to 92% of internal cabling for easier system access and less rack clutter 	
Virtual Switching	Eliminates the cost of additional switches as you scale	
Choice of Switching Protocols	Choose Ethernet, FCOE, Converged, native Fibre Channel or Infiniband. Gives customers flexibility	
Zoned Cooling	Allows the fans in the chassis to run at different speeds as needed, saving energy and money	
Operation range: 5°C to 40°C – up to 3000 m altitude	Warmer temperature range and higher elevation means lower data center air conditioning costs.	
80 PLUS® Platinum certified Power Supplies	Most energy efficient power supplies that save operating costs over the life of the system	

	· · · · · · · · · · · · · · · · · · ·	
2-Socket Nodes Support newer processor models (interchangeable) Support for DDR4 memory (64GB DIMMs) Support for PCIe Flash Drives Onboard RAID 0,1,5 Trusted Platform Manager 1.2 Security	 Supports more workloads on the same number of blades saving up front blade cost and ongoing management cost. Lowers cost per VM Next generation memory delivers higher performance and lower costs for some high memory configurations Allows faster data access for IO intensive apps Data protection with a choice of RAID Includes TPM standard on all servers, and features like self encrypting drives and secure firmware rollback to protect data in the system 	
Rack	Proposed solution should be integrated in Enterprise Series OEM racks with servers, storage, networking and PDU from the single OEM.	
Simplified consolidated management	Management software in the solution should provide consolidated management with capabilities including managing servers, provisioning storage, provisioning servers side networking and integration with popular virtualization software platforms like VMware vCenter, Microsoft SCVMM and Red Hat Enterprise virtualization. It also should provide integration with VMWARE vCenter Operations Manager and VMWARE vCenter Log Insight to provide analytics to proactively ensure service levels and operational efficiency in dynamic virtualized environments.	
Proposed solution should be for 3 sites working with seamless failovers between the 3 sites/ data centers	Solution should support stretched clusters to enable 3 site Virtualization configuration.	
The solution provider MUST have a back to back support agreement from Original OEM	 Global, 24x7 support for Severity 1 issues, Fast response times for critical issues, Unlimited number of support requests. Remote support. Product updates and upgrades 	
Flexible architecture and easy expansion(scale out)	Proposed system should be based on a common x86 architecture that delivers new levels of flexibility in the configuration of compute and storage components. Scaling out of the system with additional compute and storage nodes should be simple by adding the expansion components	

	HARDWARE SPECIFICATIONS FOR HQ	Complied (Y/N)
Chassis	Hot-swappable 2500 Watt 80 plus Platinum Certified Power Supplies Hot swappable chassis fans with Zoned Cooling Switch bays with choice of Ethernet, FCOE, Fibre Channel or	
	Infiniband switches Dual, redundant Chassis Management Modules (CMM) Operation range: 5°C to 40°C	
2-Socket Blade Nodes	4 compute nodes / servers	
CPUs	2 X Intel Xeon E5-2600 V4 series with 22 cores each or above	
Cache	Up to 55MB cache	
DIMM	Number of DIMMs up to 24 DIMM slots (support 64Gb modules)	
PCIe	2 x 10GE optical ports with 2x Multi-mode Optical Transceiver	
Fiber Connectivity	8 GBps and above	
Memory	4 X 500GB DDR4 scalable to 1.5TB per node. Each node to have 500GB RAM	
Onboard Storage	At least 2 x 2.5-inch 500 GB 15K SAS disks, hot swappable	
External Storage	50 TB (SAS/SATA/SSD)	
Onboard RAID	LSI 3004, RAID-0/-1, optional ServeRAID™ M5210/RAID-0, -1, -5 with LSI3108	
I/O expansion	Number of PCIe I/O slots can be scaled up to maximum 8	
Operating Systems	Microsoft Windows Server, SUSE, RedHat Enterprise Linux, VMware	
Warranty and support	A minimum of three (3) years hardware warranty from Original Equipment Manufacturer (OEM). A minimum of three (3) years maintenance and service	
Light Path diagnostics	LEDs show where a faulty component is on the system board. Reduces repair and downtime.	
Predictive Failure Analysis (PFA)	Upon receiving a PFA alert, monitoring manager will, (according to user policy) move all of the impacted workloads from the affected node prior to failure.	
Proactive Workload Evacuation	Upon receiving a PFA alert, monitoring manager will, (according to user policy) move all of the impacted workloads from the affected node prior to failure.	

Rolling	A node can be emptied for a firmware update so that the system	
Firmware	isn't taken down. Once one node is complete the process is	
Updates	repeated across all nodes	
RAS	Redundant chassis, Hot plug power and cooling, FRU/CRU LEDs	
Features		

HAI	RDWARE SPECIFICATIONS FOR PENSION HOUSE	Complied (Y/N)
Chassis	Hot-swappable 2500 Watt 80 plus Platinum Certified Power Supplies Hot swappable chassis fans with Zoned Cooling Switch bays with choice of Ethernet, FCOE, Fibre Channel or Infiniband switches Dual, redundant Chassis Management Modules (CMM) Operation range: 5°C to 40°C	
2-Socket Blade Nodes	4 compute nodes / servers	
CPUs	2 X Intel Xeon E5-2600 V4 series with 22 cores each or above	
Cache	Up to 55MB cache	
DIMM	Number of DIMMs up to 24 DIMM slots (support 64Gb modules)	
PCIe	2 x 10GE optical ports with 2x Multi-mode Optical Transceiver	
Fiber Connectivity	8 GBps and above	
Memory	4 X 500GB DDR4 scalable to 1.5TB per node. Each node to have 500GB RAM	
Onboard Storage	At least 2 x 2.5-inch 500 GB 15K SAS disks, hot swappable	
External Storage	50 TB (SAS/SATA/SSD)	
Onboard RAID	LSI 3004, RAID-0/-1, optional ServeRAID™ M5210/RAID-0, -1, -5 with LSI3108	
I/O expansion	Number of PCIe I/O slots can be scaled up to maximum 8	
Operating Systems	Microsoft Windows Server, SUSE, RedHat Enterprise Linux, VMware	
Warranty and support	A minimum of three (3) years hardware warranty from Original Equipment Manufacturer (OEM). A minimum of three (3) years maintenance and service	
Light Path	LEDs show where a faulty component is on the system board.	
diagnostics	Reduces repair and downtime.	
Predictive	Upon receiving a PFA alert, monitoring manager will, (according	
Failure	to user policy) move all of the impacted workloads from the	
Analysis (PFA)	affected node prior to failure.	

Proactive	Upon receiving a PFA alert, monitoring manager will, (according	
Workload	to user policy) move all of the impacted workloads from the	
Evacuation	affected node prior to failure.	
Rolling	A node can be emptied for a firmware update so that the system	
Firmware	isn't taken down. Once one node is complete the process is	
Updates	repeated across all nodes	
RAS	Redundant chassis, Hot plug power and cooling, FRU/CRU LEDs	
Features		

HARDWA	ARE SPECIFICATIONS FOR KISUMU DR DATA CENTER	Complied (Y/N)
Chassis	Hot-swappable 2500 Watt 80 plus Platinum Certified Power Supplies Hot swappable chassis fans with Zoned Cooling Switch bays with choice of Ethernet, FCOE, Fibre Channel or Infiniband switches Dual, redundant Chassis Management Modules (CMM) Operation range: 5°C to 40°C	
2-Socket Blade Nodes	4 compute nodes / servers	
CPUs	2 X Intel Xeon E5-2600 V4 series with 22 cores each or above	
Cache	Up to 55MB cache	
DIMM	Number of DIMMs up to 24 DIMM slots (support 64Gb modules)	
PCIe	2 x 10GE optical ports with 2x Multi-mode Optical Transceiver	
Fiber Connectivity	8 GBps and above	
Memory	4 X 500GB DDR4 scalable to 1.5TB per node. Each node to have 500GB RAM	
Onboard Storage	At least 2 x 2.5-inch 500 GB 15K SAS disks, hot swappable	
External Storage	50 TB (SAS/SATA/SSD)	
Onboard RAID	LSI 3004, RAID-0/-1, optional ServeRAID™ M5210/RAID-0, -1, -5 with LSI3108	
I/O expansion	Number of PCIe I/O slots can be scaled up to maximum 8	
Operating	Microsoft Windows Server, SUSE, RedHat Enterprise Linux,	
Systems	VMware	
Warranty	A minimum of three (3) years hardware warranty from Original	
and support	Equipment Manufacturer (OEM).	
T: 1, D, (1	A minimum of three (3) years maintenance and service	
Light Path	LEDs show where a faulty component is on the system board.	
diagnostics	Reduces repair and downtime.	

Predictive	Upon receiving a PFA alert, monitoring manager will, (according	
Failure	to user policy) move all of the impacted workloads from the	
Analysis	affected node prior to failure.	
(PFA)		
Proactive	Upon receiving a PFA alert, monitoring manager will, (according	
Workload	to user policy) move all of the impacted workloads from the	
Evacuation	affected node prior to failure.	
Rolling	A node can be emptied for a firmware update so that the system	
Firmware	isn't taken down. Once one node is complete the process is	
Updates	repeated across all nodes	
RAS	Redundant chassis, Hot plug power and cooling, FRU/CRU LEDs	
Features		

VMWARE SPECIFICATIONS

ITEM	PRODUCT CODE	DESCRIPTION	QTY			
	Vcenter Licenses					
1	VCS6-STD-C	VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	2			
2	VCS6-STD-5P-SSS-C	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 5 years	2			
		SRM Licenses				
3	VC-SRM6-25E-C	VMware Site Recovery Manager 6 Enterprise (25 VM Pack)	4			
4	VC-SRM6-25E-5P- SSS-C	Production Support/Subscription for VMware Site Recovery Manager 6 Enterprise (25 VM Pack) for 5 Year	4			
		Vsphere Licenses				
5	VS6-OEPL-C	VMware vSphere 6 with Operations Management Enterprise Plus for 1 processor	8			
6	VS6-OEPL-5P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 1 year	8			

SECTION VII: STANDARD FORMS

Notes on standard forms

- 7.1 **Form of Tender:** The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and in accordance with the requirements included in the special conditions of contract.
- 7.2 **Contract Form**: Shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
- 7.3 **Confidential Business Questionnaire:** This forms should be completed by all the tenderers and submitted together with the bid.
- 7.4 **Tender Security**: When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
- 7.5 **Performance Security Form**: Should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the conditions of contract.
- **7.6 The Principal's or Manufacturer's Authorization Form**: should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
- **7.7 Letter of Notification of Award:** This form should not be completed at the time of summiting the bid. The form is a sample to be used to notify the successful bidder.
- 8.6 **Form RB 1 :** This form should not be completed at the time of summiting the bid. The form is a sample to be used by the tenderers to lodge any appeals.

7.1	FORM OF TENDER				
	Date				
	Tender No				
То)				
•••					
[N	[ame and address of procuring entity]				
Ge	entlemen and/or Ladies:				
1.	Having examined the tender documents including Addenda Nos. <i>[insert numbers,</i>				
	the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services]				
	in conformity with the said tender documents for the sum of . [total tender amount in words and figures]				
	or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.				
2.	We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.				
3.	If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).				
4.	We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.				
5.	Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.				
Da	nted this day of 20 gnature] [In the capacity of				
[si	gnature] [In the capacity of				
Dι	uly authorized to sign tender for and on behalf of				

7.2 CONTRACT FORM

pro "th	HIS AGREEMENT made theday of20between[name of ocurement entity] of[country of Procurement entity](hereinafter called ne Procuring entity") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.
Vi. ter	HEREAS the procuring entity invited tenders for certain materials and spares. z[brief description of materials and spares] and has accepted a nder by the tenderer for the supply of those materials and spares in the spares in the m of[contract price in words and figures]
NO	OW 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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 materials and spares 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.
	WITNESS whereof the parties hereto have caused this Agreement to be executed in cordance with their respective laws the day and year first above written.
Sig	gned, sealed, delivered bythe(for the Procuring entity)
Sig	gned, sealed, delivered bythe(for the tenderer)
in	the presence of

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE/PROFILE OF THE COMPANY

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

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

Part 1 General		
Business Name		
Location of Busines	s Premises	
Plot No,	Stre	eet/Road
		Fax Email
Nature of Business		
Registration Certific	cate No	
		handle at any one time - Kshs
Name of your bank	ers	
Branch		

Part 2 (a) – Sole Proprietor				
Your name in fullAge				
NationalityCountry of Origin				
Citizenship de	etails	-		
	Part 2 (b) – Partnership		
Given details	of partners as follows	•		
Name	-	Citizenship details	Shares	
1	· · · · · · · · · · · · · · · · · · ·	_		
3				
4				
Part 2 (c) – Registered Company				
Private or Public				
State the nomi	inal and issued capital of c	company		
Nominal Kshs	-	1 3		
Issued Kshs.				
Given details	of all directors as follows			
Name	Nationality	Citizenship details	Shares	
	· · · · · · · · · · · · · · · · · · ·	*		
4				
Date		Signature of Candidate		

7.4 TENDER SECURITY FORM

Whereas	[name of the tenderer]					
submission o	'the tenderer")has su f tender] for	the	provision	e of of	
(hereinafter called "	the Tenderer")					
KNOW ALL PEOP	LE by these presents	that WE				
Of		having registered	d office at			
[name of procuring entity](hereinafter called "the Bank")are bound unto						
[name of procuring	g entity](hereinafter	called "the proc	curing entit	y") in the sun	n 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						
 If the tenderer withe tenderer If the tenderer, h 	DITIONS of thdraws its Tender of er on aving been notified of tender validit	luring the period the Ter of the acceptance	of tender v nder	alidity specified Form;	or	
` '	r refuses to exectefuses to furnish the to tenderers;			•		
first written deman provided that in its due to it, owing to occurred This guarantee will	y to the Procuring er ad, without the Procuring demand the Procuring the occurrence of on condition remain in force up to and any demand in the	uring entity having entity will note the or both of the or and including the	ng to substa that the am two conditi r hirty (30) da	antiate its demanded by ons, specifying conditions after the pe	and, it is the ons. riod	
[signature of the bar	 nk]		_			
(Amend accordingly	if provided by Insuranc	e Company)				

7.5 PERFORMANCE SECURITY FORM To: [name of the Procuring entity] WHEREAS.....[name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract supply..... [Description services](Hereinafter called "the contract") AND WHEREAS it bas been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and 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 or sums within limits of the [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 or financial institution]

(Amend accordingly if provided by Insurance Company)

[address]

[date]

7.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]
WHEREAS
We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.
[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.7 LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity	
	ender No	
T	ender Name	
	s to notify that the contract/s stated below under the above mentioned tender 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 o 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

Board Secretary

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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7.9 DECLARATION FORM

То		Date	
The ter	nderer i.e. (name and address)	declare the following:	
a)	Has not been debarred from pa	articipating in public procurement.	
b)	Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.		
Ti	tle Signature	 Date	
(To be	signed by authorized representat	ive and officially stamped)	